

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NORTH DAKOTA

In Re:

The Ruins, LLC,

Debtor.

Case No.: 25-30004

Chapter 11

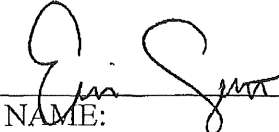
DECLARATION OF ERICA SCHMITT (LIMOGES CONSTRUCTION, INC.)  
CERTIFYING RECORDS PURSUANT TO FEDERAL RULE OF EVIDENCE  
902(11)

STATE OF SOUTH DAKOTA     )  
  ) SS  
COUNTY OF MINNEHAHA     )

Erica Schmitt, pursuant to 28 U.S.C. § 1746, hereby certifies as follows:

1. I am over 18 years of age, of sound mind, and otherwise competent to make this Certification. The evidence set out in this Certification is based on my personal knowledge.
2. I am the Controller of Limoges Construction, Inc. ("Limoges") located in Sioux Falls, South Dakota and have been employed by Limoges since 2012. Limoges provides concrete construction services including building layout, concrete flatwork, rebar fabrication, and construction of foundations.
3. I am the records custodian for Limoges.
4. Limoges was subpoenaed for records in the lawsuit *Red River State Bank v. The Ruins, LLC, et. al.*, Codington County Circuit Court, South Dakota, Case No. 14CIV24-68. Limoges responded to the subpoena and provided documents as requested.
5. Limoges provided concrete construction services for the 63-unit mid/high rise building located at 315 East Kemp Ave., Watertown, South Dakota (the "Ruins Project").
6. Limoges provided concrete construction services for the mixed-use building located at 26 1<sup>st</sup> Ave. Watertown, South Dakota (the "Generations Project").
7. Limoges provided concrete construction services for the Parkside Place apartment building located at 8 2<sup>nd</sup> St NE, Watertown, South Dakota (the "Parkside Project").

8. Limoges provided concrete construction services for the mixed-use building located at 10 N. Broadway, Watertown, South Dakota (the "Lofts Project").
9. True and correct copies of Limoges's Proposal, Invoices (102845, 102865, 102874, 102921, 102991, 103006), Payment Applications 1-6, and corresponding lien waivers and payment records for the Ruins Project are attached as Exhibit A.
10. True and correct copies of Limoges's Construction Agreement and Proposal, Invoices (7804, 7819, 7825, 7868, 7896, 102835, 102848, 102864, 102899), Payment Applications 1-8, and corresponding lien waivers and payment records for the Generations Project are attached as Exhibit B.
11. True and correct copies of Limoges's Construction Agreement, Proposal and Change Orders, Invoices (7735, 7782, 7801, 7845, 7897, and 7994), Payment Applications 1-5, and corresponding lien waivers and payment records for the Parkside Project are attached as Exhibit C.
12. True and correct copies of Limoges's Construction Agreement, Proposal and Change Orders, Invoices (7516, 7540, 7554, 7576, 7604, 7618, 7633, 7653, 7672, 7687, 7813), Payment Applications 1-11, and corresponding lien waivers and payment records for the Lofts Project are attached as Exhibit D.
13. The documents attached as Exhibits A (Ruins), B (Generations), C (Parkside), and D (Lofts) were made at or near the time of the events set forth therein by myself and other people with knowledge of those matters.
14. It was the regular practice of Limoges's business activities to make the records and/or to keep copies from information transmitted by attached as Exhibits A, B, C, D.
15. The records attached as Exhibits A, B, C, and D were kept in the regular course of business activity.
16. I certify under penalty of perjury that the foregoing is true and correct.  
*RAM*  
Executed on 21 day of September, 2025.

  
NAME: \_\_\_\_\_

**Exhibit A**  
**Limoges Construction, Inc.**

**Ruins Project**  
**Proposal, Invoices, Payment Applications, Lien**  
**Waivers, and Payment Records**



# PROPOSAL

Ph.605.543.5959  
Fax.605.543.5940  
25732 Cottonwood Ave,

TO: JESSE KIIHL  
PREVAIL  
WATERTOWN SD

DATE: November 3, 2021  
FROM: Dan Block  
EMAIL: [danb@limogesconstruction.com](mailto:danb@limogesconstruction.com)

PROJECT: THE RUINS

## PLAN REFERENCE:

This proposal is taken from prints dated 10/29/21. Any variation from these prints or this proposal may effect this proposed price.

	DESCRIPTION	UNIT	TOTAL
FOUNDATION			
wall	3/301 16" x 4'	813 LF	
	14/301 20" x 4'	5 LF	
	6/301 16" x 5'	34 LF	
	7,11/301 8" x 4'	109 LF	
	8" x 5'	29 LF	
	10/301 12" x 4'	146 LF	
	8/301 8" x 4'	68 LF	
wall ftg	CF 2 1' x 2'	124 LF	
	CF 2-6 1' x 2'-6"	666 LF	
	CF 3 1' x 3'	134 LF	
	CF 3-6 1' x 3'-6"	133 LF	
	CF 4 1' x 4'	25 LF	
	CF 6 1' x 6'	14 LF	
	elevator fir. x 1'	145 SF	
pad footings	F 5 5' x 5' x 1'	4	
	F 6 6' x 6' x 1'	3	
	F 7-6 7'-6" x 7'-6" x 16"	20	
	F 8-6 8'-6" x 8'-6" x 20"	3	
piers	P 1 30" round x 4'	23	
	36" round x 4'	1	
	P 2 16" x 16" x 4'	8	



**INTERIOR**

ground floor x 4" w / fiber	25,147 SF	
stoop tops	142 SF	
bollards 6" x 7'	8	
core topping x 2"	22,762 SF	
solid floor on roof plank x 14"	87 SF	
x 4"	82 SF	
insulation x 10"	48 SF	
thickened edge 10" x 16"	36 LF	\$562,500.00

**SITE**

curb & gutter	144 LF	
city walk x 6"	1,755 SF	
building walk x 6"	181 SF	\$21,000.00

**ADD**

Change wall to 4' deep for winter construction		
10/301 12" x 4'	219 LF	
11/301 8" x 4'	59 LF	\$18,900.00

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<b>TOTAL OF BASE BID</b>		<b>\$602,400.00</b>
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**I. PRICE INCLUDED:**

Labor, Concrete, Fine Grading for Flat Work + or - 1/10',  
Floor Poly, Rebar, Sales Tax on Materials

**II. PRICE DOES NOT INCLUDE:**

Engineering, Concrete or Soil Tests, Survey, Layout,  
Snow Removal, Heat, Heat Enclosures, Cold Weather Concrete Additives,  
Covering of Concrete Due to Cold Weather, Blankets or Blanket Labor,  
Excavation or Back Fill, Fill Sand, Placement of Fill Sand, Dewatering,  
Proofing, Drain Tile, Wall or Floor Insulation, Bolts, Joint Dowels or Assemblies,  
Floor Treatments or Sealants, Joint Sealants, Wall Rub Finishes or  
Coatings, Surcharge for Lack of Project Access, Disposal of Concrete Wash Out,  
Shoring for Steel Decks, Dirt Banks, etc. Curb & Gutter, Excise Tax.

**III. CONDITIONS of WORK:**

All excavations must be in compliance with OHSA requirements.  
Limoges Construction will not accept any other conditions.

Inside of building MUST be clear of all piles of dirt, debris,  
building materials, etc., so accurate measurements  
can be made and correct installation can be achieved.  
There must also be a minimum of 8 feet of access between the  
edge of the excavation and any stored soil or material  
for our material handling and work space.  
Limoges Construction will not accept any other conditions.

For all slab on grade floor placements, the gravel-granular fill and sub base must be able to support the weight of a fully loaded concrete truck. This includes the trucks being able to maneuver on this material with multiple truck passes on this material for the floor placement. Limoges Construction will not accept any other conditions.

IV. **CONTRACTING:**

If this proposal is accepted, these inclusions and exclusions need to be added verbatim to the contract offered to LCI or attach this proposal as an addendum or exhibit to the contract.

No back charges will be excepted by LCI without prior written authorization and sign off by LCI

Prices are good for 30 days from date of proposal.



DAN BLOCK  
ESTIMATOR FOR LIMOGES CONSTRUCTION, INC.

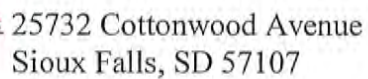
11/3/2021

DATE

accepted by:



11/8/21



# Invoice

Date	Invoice #
1/25/2022	102845

Bill To

	Vendor No.
	Project No.

[illegible]

# APPLICATION FOR PAYMENT

OWNER: Craig Properties  
PROJECT: The Ruins

APPLICATION NUMBER: 1  
PERIOD TO: 1-31-22

DISTRIBUTION:  
CONTRACTOR  
ARCHITECT  
File

CONTRACTOR: Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

PROJECT NUMBER:  
CONTRACT WORK: Cast-in-Place Concrete  
WORK CATEGORY NO: 3300

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	601,000.00
2. NET CHANGES TO CONTRACT:	-
3. TOTAL CONTRACT AMOUNT:	601,000.00
4. TOTAL COMPLETED AND STORED TO DATE:	40,000.00
5. RETAINAGE:	
a. 10.0 % of Completed Work	4,000.00
b. 10.0 % of Stored Material	0.00
Total Retainage:	4,000.00
6. TOTAL COMPLETED LESS RETAINAGE:	36,000.00
7. LESS PREVIOUS APPLICATIONS:	-
8. CURRENT PAYMENT DUE:	36,000.00
9. BALANCE TO FINISH INCLUDING RETAINAGE:	565,000.00

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	-	-
Changes From This Application:	-	-
Total:	-	-
Net Changes:	-	-

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

*Jim Sgan*

DATE:

01/25/2022

State:

SD County: Minnehaha

Subscribed & sworn to before me

this

25th day of January

Notary Public Name:

*John P. [Signature]*

Commission Expiration Date:

1-8-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

ARCHITECT:

DATE:

The Amount Certified is payable to the contractor listed above.

# PAYMENT APPLICATION DETAIL

APPLICATION NO: 1  
FOR PERIOD ENDING: 1-31-22

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: The Ruins  
NO: 2135

WORK CATEGORY		COMPLETED WORK					RETAINAGE	
		Scheduled Value	Prev. App. Value	This App.		Total	BALANCE TO FINISH	Value (10.0%)
Item No.	Description	C	D=Prev. (D+E)	Work In Place	Stored Mat.	G=D+E+F	H=C-G	I
A	B			E	F	L=G/C		
► BASE CONTRACT SECTION								
	Concrete	556,000	-	-	-	-	556,000	-
	Rebar	45,000	-	40,000	-	40,000	5,000	4,000
		-						-
Total Base Contract Work:		601,000	-	40,000	-	40,000	561,000	4,000
Total Extra Work:		-	-	-	-	-	-	-
GRAND TOTAL:		601,000	-	40,000	-	40,000	561,000	4,000

Created using Paymate for Excel. Download for free at: [www.PaymateApplication.com](http://www.PaymateApplication.com)



WAIVER OF LIEN

SD19260724

TO WHOM IT MAY CONCERN AND TO RED RIVER BANK

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

315 East Kemp, Watertown, SD 57201

Dated this 20<sup>th</sup> day of July, 2022

AMOUNT: \$[Enter Amount] \$36,000.00 [Enter Creditor Name]  
[Enter Memo Info]

FULL \_\_\_\_\_  
PARTIAL X

By: Not a King  
Its: Limoges Construction, Inc.  
Address: 25732 Cottonwood Ave.  
Sioux Falls, SD 57107  
Phone Number: 605 542-5959

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1 Ave N  
Fargo, ND 58102

Original  
mailed 7-25-22

Craig Development, LLC  
PO Box 426  
Fargo, ND 58107

Doc 101

Filed 09/24/25  
Document

Entered 09/24/25 12:07:34

Desc Main  
10429

First Community Credit Union  
4521 19th Avenue South  
Fargo, ND 58103

77-7869/2913

\*\*\*\* ONE HUNDRED FIVE THOUSAND THREE HUNDRED FORTY SIX AND 30/100 DOLLARS

TO THE  
ORDER OF

06/01/22

\$105,346.30\*

LIMOGES CONSTRUCTION  
25732 COTTONWOOD AVE  
SIOUX FALLS, SD 57107

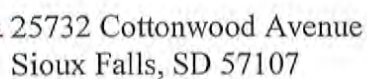
Business Account

NON-NEGOTIABLE

Authorized Signature

*Reims 36,000.00*  
*(2101) General 69,346.30*





# Invoice

Date	Invoice #
2/25/2022	102865

Bill To

Vendor No.

Project	Subcontract Agreement No.	Project No.
2135-Ruins		

Description	Amount
Progress Billing	150,000.00
Winter Charges	14,204.00
	-16,420.40

	Sales Tax (0.0%)	\$0.00
	Total	\$147,783.60
	Payments/Credits	\$0.00
	Balance Due	\$147,783.60

# APPLICATION FOR PAYMENT

OWNER: Craig Properties  
PROJECT: The Ruins

APPLICATION NUMBER: 2

PERIOD TO: 2/28/2022

DISTRIBUTION:  
CONTRACTOR  
ARCHITECT  
File

CONTRACTOR: Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

ARCHITECT:  
PROJECT NUMBER:  
CONTRACT WORK: Cast-in-Place Concrete  
WORK CATEGORY NO: 3300

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	601,000.00	
2. NET CHANGES TO CONTRACT:	14,204.00	
3. TOTAL CONTRACT AMOUNT:	615,204.00	
4. TOTAL COMPLETED AND STORED TO DATE:	204,204.00	
5. RETAINAGE:		
a. 10.0 % of Completed Work	20,420.40	
b. 10.0 % of Stored Material	0.00	
Total Retainage:	20,420.40	
6. TOTAL COMPLETED LESS RETAINAGE:	183,783.60	
7. LESS PREVIOUS APPLICATIONS:	36,000.00	
8. CURRENT PAYMENT DUE:	147,783.60	
9. BALANCE TO FINISH INCLUDING RETAINAGE:	431,420.40	

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	-	-
Changes From This Application:	14,204.00	-
Total:	14,204.00	-
Net Changes:	14,204.00	

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Gin Soren

DATE: 2-24-22

State: SD County: Minnehaha

Subscribed & sworn to before me

this 24th day of February

Notary Public Name: for SD

Commission Expiration Date: 1-8-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

AMOUNT CERTIFIED: \_\_\_\_\_

Provide explanation below or attached if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

# PAYMENT APPLICATION DETAIL

APPLICATION NO: 2

FOR PERIOD ENDING: 2/28/2022

PROJECT: The Ruins  
No: 2135

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

WORK CATEGORY		COMPLETED WORK				BALANCE TO FINISH		RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value	Work In Place	This App. Stored Mat.	Value	%	Value (10.0%)
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	H=C-G
BASE CONTRACT SECTION								
	Concrete	556,000	-	150,000	-	150,000	27%	15,000
	Rebar	45,000	40,000	-	-	40,000	89%	4,000
		-	-	-	-	-		-
EXTRA WORK SECTION 1								
	Winter Charges- 1-27 to 2-18- see attached	14,204	-	14,204	-	14,204	100%	1,420
Total Base Contract Work:								
		601,000	40,000	150,000	-	190,000	32%	19,000
Total Extra Work:								
		14,204	-	14,204	-	14,204	100%	1,420
GRAND TOTAL:								
		615,204	40,000	164,204	-	204,204	33%	20,420

## Winter Concrete Charges

Job Name: The Ruins

Date Range: 1/27/2022 to 2/18/2022

	Previous Billings	Current Billing
Cold Weather Additives		\$5,301.69
Blanket Rent		\$828.00
Blanket Labor		\$8,075.00
Snow Removal Labor		\$0.00
Ground Heater Rental		\$0.00
Ground Heater Fuel		\$0.00
Price Adjust		-\$0.69
<b>TOTAL-</b>	\$0.00	<b>\$14,204.00</b>



## Cold Weather Additives

Date	Yards Poured	Winter Heat w/tax	.5% Accel w/tax	1% Accel w/tax	1.5% Accel w/tax	2% Accel w/tax	3% Accel w/tax	Total w/tax
		\$0.00						\$0.00
1/28/2022	30	\$10.65				\$11.72		\$671.10
2/1/2022	29	\$10.65				\$11.72		\$648.73
2/10/2022	98	\$10.65				\$11.72		\$2,192.26
2/16/2022	50	\$10.65				\$11.72		\$1,118.50
2/18/2022	30	\$10.65				\$11.72		\$671.10
		\$10.65		\$5.86				\$0.00
		\$10.65	\$2.93					\$0.00
		\$10.65	\$2.93					\$0.00
		\$10.65						\$0.00
		\$10.65		\$5.85				\$0.00
		\$10.65		\$5.85				\$0.00
		\$10.65		\$5.85				\$0.00
		\$10.65		\$5.85				\$0.00
		\$10.65		\$5.85				\$0.00
		\$10.65		\$5.85				\$0.00
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								\$0.00
								\$0.00
TOTALS	237							\$5,301.69

## Blanket Rental

Days on Site	# of Blankets	Price per Blanket/Day	Total	Dates
			\$0.00	
6	48	\$1.50	\$432.00	2-10 to 2-15
3	88	\$1.50	\$396.00	2-16 to 2-18
		\$1.50	\$0.00	
		\$1.50	\$0.00	
		\$1.50	\$0.00	
			\$0.00	
TOTALS			\$828.00	

## Blanket Labor

Date		Total Manhours	Labor Rate	Total
1/27/2022		6	\$47.50	\$285.00
1/28/2022		9	\$47.50	\$427.50
1/31/2022		13.5	\$47.50	\$641.25
2/1/2022		9	\$47.50	\$427.50
2/7/2022		9	\$47.50	\$427.50
2/9/2022		4	\$47.50	\$190.00
2/10/2022		18	\$47.50	\$855.00
2/11/2022		18	\$47.50	\$855.00
2/14/2022		16	\$47.50	\$760.00
2/15/2022		13.5	\$47.50	\$641.25
2/16/2022		18	\$47.50	\$855.00
2/17/2022		18	\$47.50	\$855.00
2/18/2022		18	\$47.50	\$855.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
		170		\$8,075.00



WAIVER OF LIEN

SD19260724

TO WHOM IT MAY CONCERN AND TO RED RIVER BANK

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

315 East Kemp, Watertown, SD 57201

Dated this 14<sup>th</sup> day of March, 2022.

AMOUNT: \$(Enter Amount)  
[Enter Memo Info]

[Enter Creditor Name]

FULL \_\_\_\_\_

PARTIAL X

Not Limoges  
By: Not Limoges  
Its: Limoges Construction, Inc  
Address: 25732 Cottonwood Ave.  
Sioux Falls, SD 57107  
Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1 Ave N  
Fargo, ND 58102

Original  
mailed 3-14-22





Limoges Construction, Inc.

25732 Cottonwood Avenue  
Sioux Falls, SD 57107

# Invoice

Date	Invoice #
3/25/2022	102874

Bill To
Craig Properties 1405 1st Ave N Fargo, ND 58102

Vendor No.
------------

Project	Subcontract Agreement No.	Project No.
2135-Ruins		

Description	Amount
Progress Billing	110,000.00
Winter Charges	14,548.00
10%	-12,454.80

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$112,093.20
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$112,093.20

**APPLICATION FOR PAYMENT**

**OWNER:** Craig Properties  
The Ruins

**APPLICATION NUMBER:** 3  
**PERIOD TO:** 3/31/2022

**DISTRIBUTION:**  
CONTRACTOR ☐  
ARCHITECT ☐  
File ☐

**CONTRACTOR:** Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

**ARCHITECT:**

**PROJECT NUMBER:**

**CONTRACT WORK:** Cast-in-Place Concrete

**APPLICATION FOR PAYMENT - SUMMARY**

Refer to continuation sheets attached for detailed breakdown.

<b>1. ORIGINAL CONTRACT AMOUNT:</b>	601,000.00
<b>2. NET CHANGES TO CONTRACT:</b>	28,752.00
<b>3. TOTAL CONTRACT AMOUNT:</b>	629,752.00
<b>4. TOTAL COMPLETED AND STORED TO DATE:</b>	328,752.00
<b>5. RETAINAGE:</b>	
a. 10.0 % of Completed Work	32,875.20
b. 10.0 % of Stored Material	0.00
Total Retainage:	32,875.20
<b>6. TOTAL COMPLETED LESS RETAINAGE:</b>	295,876.80
<b>7. LESS PREVIOUS APPLICATIONS:</b>	183,783.60
<b>8. CURRENT PAYMENT DUE:</b>	<b>112,093.20</b>
<b>9. BALANCE TO FINISH INCLUDING RETAINAGE:</b>	333,875.20

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	14,204.00	-
Changes From This Application:	14,548.00	-
Total:	28,752.00	-
Net Changes:	28,752.00	

**CONTRACTOR'S CERTIFICATION:**

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Jim Smith

**DATE:** 3/25/2022

**State:** SD **County:** Minnehaha

Subscribed & sworn to before me  
this 25<sup>th</sup> day of March

**Notary Public Name:** R. J. J.

**Commission Expiration Date:** 1-8-21

**ARCHITECT'S CERTIFICATION:**

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

**AMOUNT CERTIFIED:**

Provide explanation below or attached if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

**ARCHITECT:**

**DATE:**

The Amount Certified is payable to the contractor listed above.



# PAYMENT APPLICATION DETAIL

APPLICATION NO.: 3  
FOR PERIOD ENDING: 3/31/2022

PROJECT: The Ruins  
No: 2135

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

WORK CATEGORY		COMPLETED WORK						RETAINAGE	
Item No.	Description	Scheduled Value	Prev. App. Value	This App.			Total Value	BALANCE TO FINISH	Value (10.0%)
A	B	C	D=Prev. (D+E)	Work In Place	Stored Mat.	F	G=D+E+F	H=C-G	I
<b>► BASE CONTRACT SECTION</b>									
	Concrete	556,000	150,000	110,000	-	-	260,000	296,000	26,000
	Rebar	45,000	40,000	-	-	-	40,000	5,000	4,000
		-	-	-	-	-	-	-	-
<b>► EXTRA WORK SECTION 1</b>									
	Winter Charges- 1-27 to 2-18- see attached	14,204	14,204	-	-	-	14,204	100%	1,420
	Winter Charges- 2-19 to 3-25- see attached	14,548	-	14,548	-	-	14,548	100%	1,455
Total Base Contract Work:		601,000	190,000	110,000	-	-	300,000	50%	30,000
Total Extra Work:		28,752	14,204	14,548	-	-	28,752	100%	2,875
GRAND TOTAL:		629,752	204,204	124,548	-	-	328,752	52%	32,875

Created using Paymoba for Excel. Download for free at: [www.Paymoba.com](http://www.Paymoba.com)

## Winter Concrete Charges

Job Name: The Ruins

Date Range: 2/19/2022 to 3/25/2022

	Previous Billings	Current Billing
Cold Weather Additives	\$5,301.69	\$4,826.33
Blanket Rent	\$828.00	\$792.00
Blanket Labor	\$8,075.00	\$8,930.00
Snow Removal Labor	\$0.00	\$0.00
Ground Heater Rental	\$0.00	\$0.00
Ground Heater Fuel	\$0.00	\$0.00
Price Adjust	-\$0.69	-\$0.33
<b>TOTAL-</b>	\$14,204.00	<b>\$14,548.00</b>

## Cold Weather Additives

Date	Yards Poured	Winter Heat w/tax	.5% Accel w/tax	1% Accel w/tax	1.5% Accel w/tax	2% Accel w/tax	3% Accel w/tax	Total w/tax
								\$0.00
2/28/2022	6	\$10.65				\$11.72		\$134.22
3/2/2022	50	\$10.65				\$11.72		\$1,118.50
3/4/2022	38.5	\$10.65				\$11.72		\$861.25
3/7/2022	5	\$10.65				\$11.72		\$111.85
3/10/2022	33.5	\$10.65				\$11.72		\$749.40
3/14/2022	3.5	\$10.65				\$11.72		\$78.30
3/15/2022	6.5	\$10.65				\$11.72		\$145.41
3/16/2022	18	\$10.65				\$11.72		\$402.66
3/17/2022	3.25	\$10.65				\$11.72		\$72.70
3/21/2022	13.5	\$10.65				\$11.72		\$302.00
3/23/2022	38	\$10.65				\$11.72		\$850.06
		\$10.65						\$0.00
		\$10.65						\$0.00
		\$10.65						\$0.00
		\$10.65						\$0.00
		\$10.65						\$0.00
		\$10.65						\$0.00
		\$10.65						\$0.00
								\$0.00
								\$0.00
								\$0.00
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								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
TOTALS	215.75							\$4,826.33



## Blanket Rental

Days on Site	# of Blankets	Price per Blanket/Day	Total	Dates
			\$0.00	
6	88	\$1.50	\$792.00	2-19 to 2-25
		\$1.50	\$0.00	
		\$1.50	\$0.00	
		\$1.50	\$0.00	
		\$1.50	\$0.00	
			\$0.00	
TOTALS			\$792.00	

# Blanket Labor

[illegible]

WAIVER OF LIEN

SD19260724

TO WHOM IT MAY CONCERN AND TO RED RIVER BANK

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

315 East Kemp, Watertown, SD 57201

Dated this 11<sup>th</sup> day of April, 2022

AMOUNT: \$[Enter Amount]  
[Enter Memo Info]

[Enter Creditor Name]

FULL \_\_\_\_\_  
PARTIAL X \_\_\_\_\_

Nate Limoges  
By: Nate Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Spear Hills SD 57167  
Phone Number: (605) 543 5958

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1 Ave N  
Fargo, ND 58102

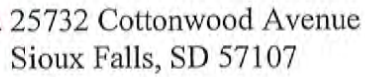
Original  
mailed 4-11-22

RRSB-Limoges SD Subpoena 0031

DATE: 04/02/22  
PAYEE: LIMOGES CONSTRUCTION

TOTAL: \$112,093.20  
BANK: The Ruins, LLC (ruins)

Property	Invoice - Date	Description	Amount
p00000001	04/02/2022		112,093.20
			<hr/> 112,093.20



# Invoice

Date	Invoice #
6/24/2022	102921

Bill To
Craig Properties 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
2135-Ruins		

Description	Amount
Progress Billing	146,000.00
Extra concrete due to camber in the core floor	4,087.00
Less 10%	-15,008.70

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$135,078.30
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$135,078.30

# APPLICATION FOR PAYMENT

OWNER: Craig Properties  
PROJECT: The Ruins

APPLICATION NUMBER: 4

PERIOD TO: 6/30/2022

DISTRIBUTION:  
CONTRACTOR  
ARCHITECT  
File

CONTRACTOR: Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

ARCHITECT: Cast-in-Place Concrete

PROJECT NUMBER:

WORK CATEGORY NO: 3300

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	601,000.00	
2. NET CHANGES TO CONTRACT:	32,839.00	
3. TOTAL CONTRACT AMOUNT:	633,839.00	
4. TOTAL COMPLETED AND STORED TO DATE:	478,839.00	
5. RETAINAGE:		
a. 10.0 % of Completed Work	47,883.90	
b. 10.0 % of Stored Material	0.00	
Total Retainage:	47,883.90	
6. TOTAL COMPLETED LESS RETAINAGE:	430,955.10	
7. LESS PREVIOUS APPLICATIONS:	295,876.80	
8. CURRENT PAYMENT DUE:	<b>135,078.30</b>	
9. BALANCE TO FINISH INCLUDING RETAINAGE:	202,883.90	

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	28,752.00	-
Changes From This Application:	4,087.00	-
Total:	32,839.00	-
Net Changes:	32,839.00	

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jim Sgar

DATE: 6/24/2022

State: SD County: Minnehaha

Subscribed & sworn to before me

this 24<sup>th</sup> day of June

Notary Public Name: PR

Commission Expiration Date: 1-8-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.

ARCHITECT:

DATE:

The Amount Certified is payable to the contractor listed above.



## PAYMENT APPLICATION DETAIL

APPLICATION NO: 4  
FOR PERIOD ENDING: 6/30/2022

PROJECT: The Ruins  
NO: 2135

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

WORK CATEGORY		COMPLETED WORK					BALANCE TO FINISH		RETAINAGE
		Scheduled Value	Prev. App. Value	This App. Value	Work In Place	Stored Mat.	G=D+E+F	L=G/C	
A	B	C	D=Prev. (D+E)	E	F			H=C-G	I
<b>► BASE CONTRACT SECTION</b>									
	Concrete	556,000	260,000	146,000	-	-	406,000	73%	40,600
	Rebar	45,000	40,000	-	-	-	40,000	89%	4,000
		-	-	-	-	-	-	-	-
<b>► EXTRA WORK SECTION 1</b>									
	Winter Charges- 1-27 to 2-18- see attached	14,204	14,204	-	-	-	14,204	100%	1,420
	Winter Charges- 2-19 to 3-25- see attached	14,548	14,548	-	-	-	14,548	100%	1,455
	Extra Concrete due to camber in the core floor	4,087	-	4,087	-	-	4,087	100%	409
Total Base Contract Work:		601,000	300,000	146,000	-	-	446,000	74%	44,600
Total Extra Work:		32,839	28,752	4,087	-	-	32,839	100%	3,284
GRAND TOTAL:		633,839	328,752	150,087	-	-	478,839	76%	47,884

Created using Paymoo for Excel. Download for free at: [www.PaymooApplication.com](http://www.PaymooApplication.com)



WAIVER OF LIEN

SD19260724

TO WHOM IT MAY CONCERN AND TO RED RIVER BANK

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

315 East Kemp, Watertown, SD 57201

Dated this 5<sup>th</sup> day of August, 2022

AMOUNT: \$(Enter Amount)  
[Enter Memo Info]

[Enter Creditor Name]

FULL \_\_\_\_\_

PARTIAL X

Noted  
By: Mate Limoges  
Its: President  
Address: Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107  
Phone Number: 605-543-5959

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1 Ave N  
Fargo, ND 58102

RRSB-Limoges SD Subpoena 0036

Original  
mailed  
8.9.22

DATE:07/01/22 CK#:183 TOTAL:\$135,078.30\* BANK:The Ruins, LLC(ruins)  
PAYEE:LIMOGES CONSTRUCTION

Property

Invoice - Date

Description

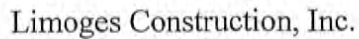
Amount

p0000001

07/01/2022

135,078.30

135,078.30



25732 Cottonwood Avenue  
Sioux Falls, SD 57107

# Invoice

Date	Invoice #
10/25/2022	102991

Bill To
Craig Properties 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
2135-Ruins		

Description	Amount
Progress Billing	120,000.00
Less 10%	-12,000.00

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$108,000.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$108,000.00

## APPLICATION FOR PAYMENT

OWNER: Craig Properties  
PROJECT: The Ruins

APPLICATION NUMBER: 5

PERIOD TO: 10/31/2022

DISTRIBUTION:  
CONTRACTOR  
ARCHITECT  
File

CONTRACTOR: Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

PROJECT NUMBER:  
CONTRACT WORK: Cast-in-Place Concrete

WORK CATEGORY NO: 3300

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	601,000.00
2. NET CHANGES TO CONTRACT:	32,839.00
3. TOTAL CONTRACT AMOUNT:	633,839.00
4. TOTAL COMPLETED AND STORED TO DATE:	598,839.00
5. RETAINAGE:	
a. 10.0 % of Completed Work	59,883.90
b. 10.0 % of Stored Material	0.00
Total Retainage:	59,883.90
6. TOTAL COMPLETED LESS RETAINAGE:	538,955.10
7. LESS PREVIOUS APPLICATIONS:	430,955.10
8. CURRENT PAYMENT DUE:	108,000.00
9. BALANCE TO FINISH INCLUDING RETAINAGE:	94,883.90

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	32,839.00	-
Changes From This Application:	-	-
Total:	32,839.00	-
Net Changes:	32,839.00	

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jim Sgar DATE: 10/25/2022  
State: SD County: Minnehaha

Subscribed & sworn to before me  
this 25th day of October  
Notary Public Name: Phyllis  
Commission Expiration Date: 1-8-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

## AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

ARCHITECT: \_\_\_\_\_ DATE: \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.



# PAYMENT APPLICATION DETAIL

APPLICATION NO: 5  
FOR PERIOD ENDING: 10/31/2022

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: The Ruins  
NO: 2135

WORK CATEGORY			COMPLETED WORK						BALANCE TO FINISH	RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value	This App.			Total		H=C-G	Value (10.0%)
				Work In Place	Stored Mat.	F	G=D+E+F	L=G/C		
A	B	C	D=Prev. (D+E)	E	F					I
► BASE CONTRACT SECTION										
	Concrete	556,000	406,000	115,000	-	-	521,000	94%	35,000	52,100
	Rebar	45,000	40,000	5,000	-	-	45,000	100%	-	4,500
		-		-	-	-				-
► EXTRA WORK SECTION 1										
	Winter Charges- 1-27 to 2-18- see attached	14,204	14,204	-	-	-	14,204	100%	-	1,420
	Winter Charges- 2-19 to 3-25- see attached	14,548	14,548	-	-	-	14,548	100%	-	1,455
	Extra Concrete due to camber in the core floor	4,087	4,087	-	-	-	4,087	100%	-	409
Total Base Contract Work:		601,000	446,000	120,000	-	-	566,000	94%	35,000	56,600
Total Extra Work:		32,839	32,839	-	-	-	32,839	100%	-	3,284
GRAND TOTAL:		633,839	478,839	120,000	-	-	598,839	94%	35,000	59,884

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WAIVER OF LIEN

SD19260724

TO WHOM IT MAY CONCERN AND TO RED RIVER BANK

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

315 East Kemp, Watertown, SD 57201

Dated this 19<sup>th</sup> day of April, 2023.

AMOUNT: \$(Enter Amount) \$50,000<sup>00</sup> [Enter Creditor Name]  
[Enter Memo Info]

FULL

PARTIAL

X

By: Walt Limoges  
Its: President  
Address: Limoges Construction, Inc.  
28712 Cottonwood Ave.  
Sioux Falls, SD 57107  
Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1 Ave N  
Fargo, ND 58102

original  
mailed 4-20-23

77-7869/2913

\*\*\*\*\* FIFTY THOUSAND AND 00/100 DOLLARS

TO THE  
ORDER OF

04/12/23

\$50,000.00\*\*

LIMOGES CONSTRUCTION  
25732 COTTONWOOD AVE  
SIOUX FALLS, SD 57107

Business Account

**NON-NEGOTIABLE**

Authorized Signature

DATE:04/12/23 CK#:11856 TOTAL:\$50,000.00\*\* BANK:Craig Development, LLC(1125)

PAYEE:LIMOGES CONSTRUCTION  
Property

Invoice - Date

Description

Amount

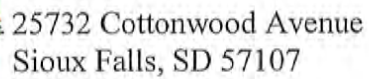
CRAIG DEVELOPMENT

04/12/2023

50,000.00

50,000.00

*more coming soon*



# Invoice

Date	Invoice #
11/23/2022	103006

Bill To
Craig Properties 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
2135-Ruins		

Description	Amount
Progress Billing	14,600.00
Less 10%	-1,460.00

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$13,140.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$13,140.00

# APPLICATION FOR PAYMENT

OWNER: Craig Properties  
PROJECT: The Ruins

APPLICATION NUMBER: 6

PERIOD TO: 11/30/2022

DISTRIBUTION:  
CONTRACTOR  
ARCHITECT  
File

CONTRACTOR: Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

ARCHITECT:

PROJECT NUMBER:

CONTRACT WORK: Cast-in-Place Concrete

WORK CATEGORY NO: 3300

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	601,000.00
2. NET CHANGES TO CONTRACT:	33,439.00
3. TOTAL CONTRACT AMOUNT:	634,439.00
4. TOTAL COMPLETED AND STORED TO DATE:	613,439.00
5. RETAINAGE:	
a. 10.0 % of Completed Work	61,343.90
b. 10.0 % of Stored Material	0.00
Total Retainage:	61,343.90
6. TOTAL COMPLETED LESS RETAINAGE:	552,095.10
7. LESS PREVIOUS APPLICATIONS:	538,955.10
8. CURRENT PAYMENT DUE:	13,140.00
9. BALANCE TO FINISH INCLUDING RETAINAGE:	82,343.90

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	32,839.00	-
Changes From This Application:	600.00	-
Total:	33,439.00	-
Net Changes:	33,439.00	

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jim S. Sub DATE: 11/23/2022

State: SD County: Minnehaha

Subscribed & sworn to before me this 23<sup>rd</sup> day of November

Notary Public Name: [Signature] Commission Expiration Date: 1-8-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.

ARCHITECT:

DATE:

The Amount Certified is payable to the contractor listed above.



# PAYMENT APPLICATION DETAIL

APPLICATION NO: 6  
FOR PERIOD ENDING: 11/30/2022

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: The Ruins  
NO: 2135

WORK CATEGORY		COMPLETED WORK						BALANCE TO FINISH		RETAINAGE	
Item No.	Description	Scheduled Value	Prev. App. Value	This App.		Total		Value	%	Value (10.0%)	
				Work In Place	Stored Mat.	Value	%				
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	H=C-G	I		
Created using Payroll for Excel. Visit www.PayrollApplication.com for more information.											
► BASE CONTRACT SECTION											
	Concrete	556,000	521,000	14,000	-	535,000	96%	21,000		53,500	
	Rebar	45,000	45,000	-	-	45,000	100%	-		4,500	
		-		-	-					-	
► EXTRA WORK SECTION 1											
	Winter Charges- 1-27 to 2-18- see attached	14,204	14,204	-	-	14,204	100%	-		1,420	
	Winter Charges- 2-19 to 3-25- see attached	14,548	14,548	-	-	14,548	100%	-		1,455	
	Extra Concrete due to camber in the core floor	4,087	4,087	-	-	4,087	100%	-		409	
	Transformer Pad	600	-	600	-	600	100%	-		60	
Total Base Contract Work:		601,000	566,000	14,000	-	580,000	97%	21,000		58,000	
Total Extra Work:		33,439	32,839	600	-	33,439	100%	-		3,344	
GRAND TOTAL:		634,439	598,839	14,600	-	613,439	97%	21,000		61,344	

Created using Paymate for Excel. Download for free at: www.paymateapplication.com



**Exhibit B**  
**Limoges Construction, Inc.**

**Generations Project  
Construction Agreement and Proposal,  
Invoices, Payment Applications, Lien Waivers,  
and Payment Records**

# AIA<sup>®</sup> Document A132<sup>™</sup> – 2009

## **Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition**

AGREEMENT made as of the 25th day of January in the year 2021  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

Generations on 1st, LLC  
1405 1<sup>st</sup> Ave. North Fargo, ND 58102

and the Contractor:  
(Name, legal status, address and other information)

Limoges Construction, Inc  
25732 Cottonwood Ave. Sioux Falls, SD 57107

for the following Project:  
(Name, location and detailed description)

Generations on 1st  
26 1<sup>st</sup> Ave. SW Watertown, SD 57201

The Construction Manager:  
(Name, legal status, address and other information)

Prevail, LLC  
100 East Kemp Ave. Suite E Watertown, SD 57201

The Architect:  
(Name, legal status, address and other information)

TL Stroh Architects  
8 Seventh St. N Fargo, SD 58102

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232<sup>™</sup>–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. ^AIA Document A232<sup>™</sup>–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

## EXHIBIT A DETERMINATION OF THE COST OF THE WORK

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Init.



Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- ☒ [ X ] Stipulated Sum, in accordance with Section 4.2 below
- ☐ [ ] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- ☐ [ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

#### § 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Six Hundred Sixty Nine Thousand Dollars (\$ 669,000.00 ), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

#### ADD.s

Footings & Foundation Cold Weather Concrete Additives ONLY billed at cost approx cost		\$17,525.00
Ground heater rent w/ fuel per heater per week, power supplied by others	per wk.	\$3,850.00
Blanket, snow removal & heater labor	per mhr.	\$47.50
Blanket Rent each per week	per week	\$13.50

#### § 4.2.3 Unit prices, if any:

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User Notes:

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Allowance
Cold Weather Charges	Any additional charges and/or Add.s shall be approved in advance.  If blankets are needed the project owner will supply what he can before additional blankets are approved.

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent ( %) of the standard rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:



§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent ( %) of the standard rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

#### § 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:

*(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)*

Item	Allowance
------	-----------

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

#### ARTICLE 5 PAYMENTS

##### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty ( 60 ) days after the Construction Manager receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

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**§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum**

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety five percent ( 95 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price**

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;

Init.



- .2 Add the Contractor's Fee, less retainage of percent ( %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of percent ( %) from that portion of the Work that the Contractor self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price**

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;



- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of percent ( %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of percent ( %) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*



## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A232–2009.

☒ Litigation in a court of competent jurisdiction.

☐ Other: *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

### § 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

### § 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

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#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

None %

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

Jesse Craig  
Craig Development, LLC  
1405 1<sup>st</sup> Ave. North  
Fargo, ND 58102

§ 8.4 The Contractor's representative:  
*(Name, address and other information)*

Dan Block  
Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Office: 605-543-5959  
Mobile: 605-212-4583

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

All contractors are expected to clean up after themselves, follow OSHA standards, use safe and reliable equipment, communicate, and work on a timely schedule.

No equipment will be provided by the Owner or the General of the Generations on 1st project. All contractors are expected to provide their own labor and equipment (including lifts) for work performed, shipments, products, material, ect.

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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User Notes:

RRSB-Limoges SD Subpoena 0244

§ 9.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Limoges to supply materials, equipment, labor, forms, headers, flanges, ect. for all concrete shown on plan.  
Approximately:

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**PLAN REFERENCE:**

This proposal is taken from prints dated 12/2/20. Any variation from these prints or this proposal may effect this proposed price.

	DESCRIPTION	UNIT
<b>FOUNDATION</b>		
walls 3,13/301	16" x 4'	224 LF
	16" x 4'-8"	18 LF
	16" x 6'	53 LF
	16" x 7'-8"	114 LF
	16" x 8'	91 LF
	16" x 8'-8"	91 LF
	16" x 9'-6"	100 LF
11/301	8" x 4'	91 LF
	12" x 4'	16 LF
	8" x 4'-4"	7 LF
	8" x 5'	50 LF
	8" x 6'	32 LF
	8" x 7'-8"	84 LF
	4' x 16"	47 LF
10/301	1' x 4'-4"	41 LF
	1' x 8'	5 LF
	2' x 8'	10 LF
6/301	floor x 1'	128 SF
	walls 8" x 5'	38 LF
8/3012	8" x 4'	89 LF
footings CF 2	1' x 2'	453 LF
	CF 2-6 1' x 2'-6"	169 LF
	CF 3 1' x 3'	52 LF
	CF 3-6 1' x 3'-6"	391 LF

Init.

pad ftg.s	F 4	4' x 4' x 1'	2
	F 5	5' x 5' x 1'	3
	F 6	6' x 6' x 14"	3
	F 7	7' x 7' x 16"	15
	F 8	8' x 8' x 18"	22
	F 9	9' x 9' x 22"	4
piers wall	P 1-4	2' x 2' x 7'	18
indedentent		2' x 2' x 2	10
		2' x 2' x 4'	11
		2' x 2' x 6'	11
INTERIOR			
floor		x 4"	30875 SF
core topping			18750 SF
stoop tops			240 SF
steps @ exterior ramp			4
steps at north entrance			5
ramp in garage			114 SF
ramp edge			38 LF

**TOTAL OF BASE BID**

**\$669,000.00**

**ADD.s**

**Footings & Foundation Cold Weather Concrete**

Additives ONLY billed at cost approx cost **\$17,525.00**

Ground heater rent w/ fuel per heater per week, power supplied by others per wk. **\$3,850.00**

Blanket, snow removal & heater labor per mhr. **\$47.50**

Blanket Rent each per week per week **\$13.50**

**PRICE INCLUDED:**

Labor, Concrete, Fine Grading for Flat Work + or - 1/10',  
Plaine 10 Mill Floor Poly, Rebar, Sales Tax on Materials

**ALL ADD.s MUST BE APPROVED PRIOR TO WORK**

Section	Title	Date	Pages
---------	-------	------	-------

**§ 9.1.5 The Drawings:**

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

PDF: 2055-5\_Compiled Set\_2021-01-06 (002)

Init.



Revised fig-found ser – arch dwgs – 01-04-21

(Gage Bros embed location) Generations On 1<sup>st</sup> – Revision 4

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents, if any, listed below:  
*(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

#### ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
---------------------------	--

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

Init.



## **Additions and Deletions Report for** **AIA® Document A132™ – 2009**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:46:37 ET on 01/25/2021.

PAGE 1

AGREEMENT made as of the 25th day of January in the year 2021

...

Generations on 1st, LLC  
1405 1<sup>st</sup> Ave. North Fargo, ND 58102

...

Limoges Construction, Inc  
25732 Cottonwood Ave. Sioux Falls, SD 57107

...

Generations on 1st  
26 1<sup>st</sup> Ave. SW Watertown, SD 57201

...

Prevail, LLC  
100 East Kemp Ave. Suite E Watertown, SD 57201

...

TL Stroh Architects  
8 Seventh St. N Fargo, SD 58102

PAGE 3

[ X ] Stipulated Sum, in accordance with Section 4.2 below

...

§ 4.2.1 The Stipulated Sum shall be Six Hundred Sixty Nine Thousand Dollars (\$ 669,000.00 ), subject to additions and deletions as provided in the Contract Documents.

PAGE 4

Cold Weather Charges

Any additional charges and/or Add.s shall be approved in advance.

If blankets are needed the project owner will supply what he can before additional blankets are approved.

PAGE 5

Additions and Deletions Report for AIA Document A132™ – 2009 (formerly A101™/CMA – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:46:37 ET on 01/25/2021 under Order No. 1850904501 which expires on 01/25/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

RRSB-Limoges SD Subpoena 0249 (1846043221)

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty ( 60 ) days after the Construction Manager receives the Application for Payment.

PAGE 6

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);

...

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety five percent ( 95 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

PAGE 9

[ X ] Litigation in a court of competent jurisdiction.

PAGE 10

None %

...

Jesse Craig  
Craig Development, LLC  
1405 1<sup>st</sup> Ave. North  
Fargo, ND 58102

...

Dan Block  
Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Office: 605-543-5959  
Mobile: 605-212-4583

...

All contractors are expected to clean up after themselves, follow OSHA standards, use safe and reliable equipment, communicate, and work on a timely schedule.

No equipment will be provided by the Owner or the General of the Generations on 1st project. All contractors are expected to provide their own labor and equipment (including lifts) for work performed, shipments, products, material, ect.

PAGE 11

Limoges to supply materials, equipment, labor, forms, headers, flanges, ect. for all concrete shown on plan. Approximately:

**PLAN REFERENCE:**

This proposal is taken from prints dated 12/2/20. Any variation from these prints or this proposal may effect this proposed price.

	DESCRIPTION	UNIT
FOUNDATION		
walls 3,13/301	16" x 4'	224 LF
	16" x 4'-8"	18 LF
	16" x 6'	53 LF
	16" x 7'-8"	114 LF
	16" x 8'	91 LF
	16" x 8'-8"	91 LF
	16" x 9'-6"	100 LF
11/301	8" x 4'	91 LF
	12" x 4'	16 LF
	8" x 4'-4"	7 LF
	8" x 5'	50 LF
	8" x 6'	32 LF
	8" x 7'-8"	84 LF
	4' x 16"	47 LF
10/301	1' x 4'-4"	41 LF
	1' x 8'	5 LF
	2' x 8'	10 LF
6/301	floor x 1'	128 SF
	walls 8" x 5'	38 LF
8/3012	8" x 4'	89 LF
footings CF 2	1' x 2'	453 LF
	CF 2-6 1' x 2'-6"	169 LF
	CF 3 1' x 3'	52 LF
	CF 3-6 1' x 3'-6"	391 LF



pad ftg.s F 4	4' x 4' x 1'	2
F 5	5' x 5' x 1'	3
F 6	6' x 6' x 14"	3
F 7	7' x 7' x 16"	15
F 8	8' x 8' x 18"	22
F 9	9' x 9' x 22"	4
piers wall P 1-4	2' x 2' x 7'	18
indedentent	2' x 2' x 2	10
	2' x 2' x 4'	11
	2' x 2' x 6'	11
<b>INTERIOR</b>		
floor	x 4"	30875 SF
core topping		18750 SF
stoop tops		240 SF
steps @ exterior ramp		4
steps at north entrance		5
ramp in garage		114 SF
ramp edge		38 LF

**TOTAL OF BASE BID**

**\$669,000.00**

**ADD.s**

Footings & Foundation Cold Weather Concrete  
Additives ONLY billed at cost approx cost

\$17,525.00

Ground heater rent w/ fuel per heater per  
week, power supplied by others

per wk.

\$3,850.00

Blanket, snow removal & heater labor

per mhr.

\$47.50

Blanket Rent each per week

per week

\$13.50

**PRICE INCLUDED:**

Labor, Concrete, Fine Grading for Flat Work + or - 1/10',  
Plaine 10 Mill Floor Poly, Rebar, Sales Tax on Materials

**ALL ADD.s MUST BE APPROVED PRIOR TO WORK**

PAGE 13

PDF: 2055-5 Compiled Set 2021-01-06 (002)

Revised ftg-found ser – arch dwgs – 01-04-21

(Gage Bros embed location) Generations On 1<sup>st</sup> – Revision 4

***Certification of Document's Authenticity***  
***AIA® Document D401™ – 2003***

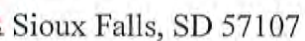
I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:46:37 ET on 01/25/2021 under Order No. 1850904501 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*





# Invoice

Date	Invoice #
1/26/2021	7804

Bill To

Vendor No.
------------

Project	Subcontract Agreement No.	Project No.
2101-Generations on 1st		

Description	Amount
Progress Billing	70,000.00
Less 10%	-7,000.00

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$63,000.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$63,000.00

# APPLICATION FOR PAYMENT

**OWNER:** Craig Properties  
**PROJECT:** Generations on 1st

**APPLICATION NUMBER:** 1

**PERIOD TO:** 1-31-21

**DISTRIBUTION:**  
 CONTRACTOR  
 ARCHITECT  
 File

**CONTRACTOR:** Limoges Construction, Inc  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107

**ARCHITECT:** Cast-in-Place Concrete

**PROJECT NUMBER:**

**WORK CATEGORY NO:** 3300

Created with Paymee. www.Paymee.com

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT: 669,000.00
2. NET CHANGES TO CONTRACT: -
3. TOTAL CONTRACT AMOUNT: 669,000.00
4. TOTAL COMPLETED AND STORED TO DATE: 70,000.00
5. RETAINAGE:
  - a. 10.0 % of Completed Work 7,000.00
  - b. 10.0 % of Stored Material 0.00
  - Total Retainage: 7,000.00
6. TOTAL COMPLETED LESS RETAINAGE: 63,000.00
7. LESS PREVIOUS APPLICATIONS: -
8. CURRENT PAYMENT DUE: 63,000.00
9. BALANCE TO FINISH INCLUDING RETAINAGE: 606,000.00

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	-	-
Changes From This Application:	-	-
Total:	-	-
Net Changes:	-	-

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Gyn Spax

**DATE:** 1/24/2021

**State:** SD **County:** Minnehaha

Subscribed & sworn to before me

this 26<sup>th</sup> day of January

**Notary Public Name:** B. B.

**Commission Expiration Date:** 1-8-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

**AMOUNT CERTIFIED:**

Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.

**ARCHITECT:**

**DATE:**

The Amount Certified is payable to the contractor listed above.

Created using Paymee for Excel. www.Paymee.com

PAYMENT APPLICATION DETAIL

APPLICATION NO: 1
FOR PERIOD ENDING: 1-31-21

PROJECT: Generations on 1st  
NO: 2101

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

WORK CATEGORY		COMPLETED WORK				BALANCE TO FINISH		RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value	Work In Place	This App. Stored Mat.	Value	%	Value (10.0%)
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	H=C-G
Credit used using Paymets for Excess. Visit www.Paymets.com for more information.								
► BASE CONTRACT SECTION								
	Concrete	669,000	-	70,000	-	70,000	10%	599,000
		-						7,000
		-						-
Total Base Contract Work:		669,000	-	70,000	-	70,000	10%	599,000
Total Extra Work:		-	-	-	-	-	0%	-
GRAND TOTAL:		669,000	-	70,000	-	70,000	10%	599,000
								7,000

Created using Paymets for Excess. Download for free at: www.Paymets.com

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 1 of Generations on 1st Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

26 1st Ave SW, Watertown, SD 57201

Dated this 18<sup>th</sup> day of March, 2021

AMOUNT: \$ 63,000.00

Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107

Paid to: \_\_\_\_\_

FULL \_\_\_\_\_

PARTIAL X

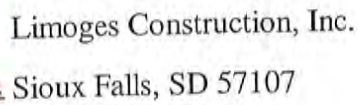
Nate Limoges  
By: Nate Limoges  
Its: Treasurer  
Address: 25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Phone Number: (605) 543-5957

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

Original  
Filed 3-23-21  
RRSB-Limoges SD Subpoena 0257





# Invoice

Date	Invoice #
2/25/2021	7819

Bill To

		Vendor No.
Project	Subcontract Agreement No.	Project No.
2101-Generations on 1st		
Description	Amount	
Progress Billing	80,000.00	
Winter Charges	7,500.00	
Less 10%	-8,750.00	
	Sales Tax (0.0%)	\$0.00
	Total	\$78,750.00
	Payments/Credits	\$0.00
	Balance Due	\$78,750.00



DATE: 06/01/22 CK#: 10429 TOTAL: \$105,346.30\* BANK: Craig Development, LLC (1125)  
PAYEE: LIMOGES CONSTRUCTION

Property

Invoice - Date

1405

06/01/2022

Description

Amount

105,346.30

105,346.30

The Ruins 36,000.00  
Generations 69,346.30

# APPLICATION FOR PAYMENT

OWNER: **Craig Properties** PROJECT: **Generations on 1st** APPLICATION NUMBER: **2** DISTRIBUTION: **CONTRACTOR** **ARCHITECT** **File**

PERIOD TO: **2/28/2021** PROJECT NUMBER: **CONTRACT WORK: Cast-in-Place Concrete** WORK CATEGORY NO: **3300**

Created with Paymee, www.Paymee.com

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	669,000.00
2. NET CHANGES TO CONTRACT:	7,500.00
3. TOTAL CONTRACT AMOUNT:	676,500.00
4. TOTAL COMPLETED AND STORED TO DATE:	157,500.00
5. RETAINAGE:	
a. 10.0 % of Completed Work	15,750.00
b. 10.0 % of Stored Material	0.00
Total Retainage:	15,750.00
6. TOTAL COMPLETED LESS RETAINAGE:	141,750.00
7. LESS PREVIOUS APPLICATIONS:	63,000.00
8. CURRENT PAYMENT DUE:	78,750.00
9. BALANCE TO FINISH INCLUDING RETAINAGE:	534,750.00

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	7,500.00	-
Changes From This Application:	-	-
Total:	7,500.00	-
Net Changes:	7,500.00	

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Gin Syon DATE: 2/25/2021  
 State: SD County: Minnehaha  
 Subscribed & sworn to before me this 25th day of February  
 Notary Public Name: [Signature]  
 Commission Expiration Date: 1-8-21

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

## AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.

## ARCHITECT:

DATE:

The Amount Certified is payable to the contractor listed above.

Created using Paymee for Excel, www.Paymee.com

# PAYMENT APPLICATION DETAIL

APPLICATION NO: 2
FOR PERIOD ENDING: 2/28/2021

PROJECT: Generations on 1st  
NO: 2101

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

WORK CATEGORY		Description	Schedul Value	Prev. App. Value	COMPLETED WORK			BALANCE TO FINISH	RETAINAGE Value (10.0%)
					This App.	Work In Place	Stored Mat.		
Item No.	A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	H=C-G	I
► BASE CONTRACT SECTION									
		Concrete	669,000	70,000	80,000	-	150,000	519,000	15,000
			-		-	-			-
			-		-	-			-
► EXTRA WORK SECTION 1									
		Winter Charges- 1-10 to 2-13- See attached	7,500	-	7,500	-	7,500	100%	750
Total Base Contract Work:			669,000	70,000	80,000	-	150,000	519,000	15,000
Total Extra Work:			7,500	-	7,500	-	7,500	100%	750
GRAND TOTAL:			676,500	70,000	87,500	-	157,500	519,000	15,750

## Winter Concrete Charges

**Job Name:** Generations on 1st

**Date Range:** 1/10/2021 to 2/13/2021

	Previous Billings	Current Billing	
Cold Weather Additives		\$2,488.32	<-- \$17,525 max
Blanket Rent		\$0.00	
Blanket Labor		\$5,011.25	
Snow Removal Labor		\$0.00	
Ground Heater Rental		\$0.00	
Ground Heater Fuel		\$0.00	
Price Adjust		\$0.43	
<b>TOTAL-</b>	\$0.00	<b>\$7,500.00</b>	



## Cold Weather Additives

Date	Yards Poured	Winter Heat w/tax	.5% Accel w/tax	1% Accel w/tax	1.5% Accel w/tax	2% Accel w/tax	3% Accel w/tax	Total w/tax
								\$0.00
1/19/2021	58	\$10.65			\$8.79			\$1,127.52
1/28/2021	70	\$10.65			\$8.79			\$1,360.80
		\$10.65						\$0.00
		\$10.65						\$0.00
		\$10.65						\$0.00
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								\$0.00
TOTALS	128							\$2,488.32

## Blanket Labor

Date	# of workers	Total Manhours	Labor Rate	Total
1/12/2021	6	7.5	\$47.50	\$356.25
1/13/2021	6	9	\$47.50	\$427.50
1/18/2021	4	8	\$47.50	\$380.00
1/19/2021	10	15	\$47.50	\$712.50
1/20/2021	10	12.5	\$47.50	\$593.75
1/22/2021	4	8	\$47.50	\$380.00
1/25/2021	4	4	\$47.50	\$190.00
1/26/2021	4	4	\$47.50	\$190.00
1/28/2021	10	25	\$47.50	\$1,187.50
2/1/2021	3	4.5	\$47.50	\$213.75
2/5/2021	8	8	\$47.50	\$380.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
		105.5		\$5,011.25

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 1 of Generations on 1st Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

26 1st Ave SW, Watertown, SD 57201

Dated this 18<sup>th</sup> day of March, 2025

AMOUNT: \$ 78,750.00

Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107

FULL \_\_\_\_\_  
PARTIAL X

*Nate Limoges*  
By: Nate Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Phone Number: (605) 643-5959

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

RRSB-Limoges SD Subpoena 0265

Original  
mailed 3-28-21

DATE:03/16/21 CK#:37700 TOTAL:\$141,750.00\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property	Account	Invoice	Description	Amount
0824	6200			78,750.00
0824	6200			63,000.00
				<hr/> 141,750.00





# APPLICATION FOR PAYMENT

**OWNER:** Craig Properties  
**PROJECT:** Generations on 1st

**APPLICATION NUMBER:** 3  
**PERIOD TO:** 3/31/2021

**DISTRIBUTION:**  
 CONTRACTOR  
 ARCHITECT  
 File

**CONTRACTOR:** Limoges Construction, Inc  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107

**ARCHITECT:**  
**CONTRACT WORK:** Cast-in-Place Concrete  
**WORK CATEGORY NO:** 3300

Created with Paymee. www.Paymee.com

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	669,000.00	
2. NET CHANGES TO CONTRACT:	20,633.00	
3. TOTAL CONTRACT AMOUNT:	689,633.00	
4. TOTAL COMPLETED AND STORED TO DATE:	425,633.00	
5. RETAINAGE:		
a. 10.0 % of Completed Work	42,563.30	
b. 10.0 % of Stored Material	0.00	
Total Retainage:	42,563.30	
6. TOTAL COMPLETED LESS RETAINAGE:	383,069.70	
7. LESS PREVIOUS APPLICATIONS:	141,750.00	
8. CURRENT PAYMENT DUE:	241,319.70	
9. BALANCE TO FINISH INCLUDING RETAINAGE:	306,563.30	

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	7,500.00	-
Changes From This Application:	13,133.00	-
Total:	20,633.00	-
Net Changes:	20,633.00	

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Jim Galt

**DATE:** 3/25/2021

**State:** SD **County:** Minnehaha

Subscribed & sworn to before me

this 25th day of March

**Notary Public Name:** Pratt

**Commission Expiration Date:** 1-8-21

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below.

**AMOUNT CERTIFIED:** \_\_\_\_\_

Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.

**ARCHITECT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

Created using Paymee for Excel. www.Paymee.com

FOR PERIOD ENDING: 3/31/2021

**FROM:** Limoges Construction, Inc  
**WORK:** 3300 - Cast-in-Place Concrete

WORK CATEGORY			COMPLETED WORK					BALANCE TO FINISH	RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value D=Prev. (D+E)	This App.		Total		H=C-G	Value (10.0%)
				Work In Place	Stored Mat.	Value	%		
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C		I
<b>► BASE CONTRACT SECTION</b> Concrete									
		669,000	150,000	255,000	-	405,000	61%	264,000	40,500
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
<b>► EXTRA WORK SECTION 1</b> Winter Charges- 1-10 to 2-13- See attached Winter Charges- 2-14 to 3-20- See attached									
		7,500	7,500	-	-	7,500	100%	-	750
		13,133	-	13,133	-	13,133	100%	-	1,313
<b>Total Base Contract Work:</b>									
		669,000	150,000	255,000	-	405,000	61%	264,000	40,500
<b>Total Extra Work:</b>									
		20,633	7,500	13,133	-	20,633	100%	-	2,063
<b>GRAND TOTAL:</b>									
		689,633	157,500	268,133	-	425,633	62%	264,000	42,563

Downloaded from [www.sagepub.com](http://www.sagepub.com) at 11:00 11 January 2015

## Winter Concrete Charges

**Job Name:** Generations on 1st

**Date Range:** 2/14/2021 to 3/20/2021

	Previous Billings	Current Billing	
Cold Weather Additives	\$2,488.32	\$7,741.59	<-- \$17,525 max
Blanket Rent		\$0.00	
Blanket Labor	\$5,011.25	\$5,391.25	
Snow Removal Labor		\$0.00	
Ground Heater Rental		\$0.00	
Ground Heater Fuel		\$0.00	
Price Adjust	\$0.43	\$0.16	
<b>TOTAL-</b>	\$7,500.00	<b>\$13,133.00</b>	



## Cold Weather Additives

Date	Yards Poured	Winter Heat w/tax	.5% Accel w/tax	1% Accel w/tax	1.5% Accel w/tax	2% Accel w/tax	3% Accel w/tax	Total w/tax
								\$0.00
2/19/2021	10	\$10.65			\$8.79			\$194.40
2/19/2021	53	\$10.65				\$11.72		\$1,185.61
2/23/2021	2.5	\$10.65				\$11.72		\$55.93
2/24/2021	31	\$10.65		\$5.86				\$511.81
2/25/2021	18	\$10.65		\$5.86				\$297.18
3/2/2021	93	\$10.65		\$5.86				\$1,535.43
3/3/2021	12.5	\$10.65	\$2.93					\$169.75
3/4/2021	31	\$10.65	\$2.93					\$420.98
3/8/2021	50	\$10.65						\$532.50
3/9/2021	23	\$10.65		\$5.85				\$379.50
3/10/2021	18	\$10.65		\$5.85				\$297.00
3/12/2021	75	\$10.65		\$5.85				\$1,237.50
3/16/2021	5	\$10.65		\$5.85				\$82.50
3/17/2021	28	\$10.65		\$5.85				\$462.00
3/18/2021	23	\$10.65		\$5.85				\$379.50
		\$10.65						\$0.00
		\$10.65						\$0.00
		\$10.65						\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
TOTALS	473							\$7,741.59

## Blanket Labor

Date	# of workers	Total Manhours	Labor Rate	Total
2/19/2021	11	22	\$47.50	\$1,045.00
2/22/2021	7	7	\$47.50	\$332.50
2/23/2021	7	7	\$47.50	\$332.50
2/24/2021	10	7.5	\$47.50	\$356.25
2/26/2021	10	8	\$47.50	\$380.00
3/1/2021	7	4.5	\$47.50	\$213.75
3/2/2021	5	2.5	\$47.50	\$118.75
3/5/2021	10	10	\$47.50	\$475.00
3/9/2021	10	10	\$47.50	\$475.00
3/10/2021	6	6	\$47.50	\$285.00
3/11/2021	6	6	\$47.50	\$285.00
3/12/2021	11	8	\$47.50	\$380.00
3/16/2021	11	8.5	\$47.50	\$403.75
3/17/2021	4	4	\$47.50	\$190.00
3/18/2021	5	2.5	\$47.50	\$118.75
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
			\$47.50	\$0.00
		113.5		\$5,391.25

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title ,  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 1 of Generations on 1st Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

26 1st Ave SW, Watertown, SD 57201

Dated this 29<sup>th</sup> day of April, 2021.

AMOUNT: \$ 241,319.70

FULL \_\_\_\_\_

PARTIAL X

Paid to: Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107

By: Nate Limoges  
Its: President  
Address: \_\_\_\_\_

Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

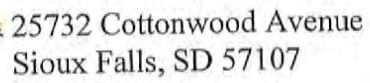
Craig Development  
1405 1st Ave N  
Fargo, ND 58102

original  
mailed 4-29-21

DATE:04/26/21 CK#:37887 TOTAL:\$241,319.70\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property	Account	Invoice	Description	Amount
0824	6200			241,319.70
				<hr/> 241,319.70





# Invoice

Date	Invoice #
5/25/2021	7868

Bill To

		Vendor No.
Project	Subcontract Agreement No.	Project No.
2101-Generations on 1st		
Description	Amount	
Progress Billings	90,000.00	
Less 10%	-9,000.00	
Sales Tax (0.0%)		\$0.00
Total		\$81,000.00
Payments/Credits		\$0.00
Balance Due		\$81,000.00

# APPLICATION FOR PAYMENT

OWNER: **Craig Properties**  
 PROJECT: **Generations on 1st**

APPLICATION NUMBER: 4

DISTRIBUTION:  
 CONTRACTOR  
 ARCHITECT  
 File

PERIOD TO: 5/31/2021

PROJECT NUMBER:

CONTRACTOR:

Limoges Construction, Inc  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107

ARCHITECT:

CONTRACT WORK: Cast-in-Place Concrete

WORK CATEGORY NO: 3300

Created with Paymee www.Paymee.com

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	689,000.00
2. NET CHANGES TO CONTRACT:	20,633.00
3. TOTAL CONTRACT AMOUNT:	689,633.00
4. TOTAL COMPLETED AND STORED TO DATE:	515,633.00
5. RETAINAGE:	
a. 10.0 % of Completed Work	51,563.30
b. 10.0 % of Stored Material	0.00
Total Retainage:	51,563.30
6. TOTAL COMPLETED LESS RETAINAGE:	464,069.70
7. LESS PREVIOUS APPLICATIONS:	383,069.70
8. CURRENT PAYMENT DUE:	81,000.00
9. BALANCE TO FINISH INCLUDING RETAINAGE:	225,563.30

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	20,633.00	-
Changes From This Application:	-	-
Total:	20,633.00	-
Net Changes:		20,633.00

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Limoges DATE: 5/25/2021  
 State: SD County: Minnehaha  
 Subscribed & sworn to before me this 25<sup>th</sup> day of May  
 Notary Public Name: [Signature]  
 Commission Expiration Date: 1-8-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

## AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount.  
 Initial all figures & markups to agree with certified amount.

ARCHITECT:

DATE:

The Amount Certified is payable to the contractor listed above.

Created using Paymee for Excel www.Paymee.com

# PAYMENT APPLICATION DETAIL

APPLICATION NO: 4  
FOR PERIOD ENDING: 5/31/2021

PROJECT: Generations on 1st  
NO: 2101

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

WORK CATEGORY		COMPLETED WORK				BALANCE TO FINISH		RETAINAGE	
Item No.	Description	Scheduled Value	Prev. App. Value	This App. Work In Place	Stored Mat.	Value	%	Value (10.0%)	
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	H=C-G	I
► BASE CONTRACT SECTION									
	Concrete	669,000	405,000	90,000	-	495,000	74%	174,000	49,500
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
► EXTRA WORK SECTION 1									
	Winter Charges- 1-10 to 2-13- See attached	7,500	7,500	-	-	7,500	100%	-	750
	Winter Charges- 2-14 to 3-20- See attached	13,133	13,133	-	-	13,133	100%	-	1,313
Total Base Contract Work:		669,000	405,000	90,000	-	495,000	74%	174,000	49,500
Total Extra Work:		20,633	20,633	-	-	20,633	100%	-	2,063
GRAND TOTAL:		689,633	425,633	90,000	-	515,633	75%	174,000	51,563

Created using Payroll for Excel. Download for free at: www.Payroll.com



WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 1 of Generations on 1st Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

26 1st Ave SW, Watertown, SD 57201

Dated this 24<sup>th</sup> day of June, 2021.

AMOUNT: \$ 81,000.00

Paid to: \_\_\_\_\_

Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107

FULL \_\_\_\_\_

PARTIAL X

By: Nate Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Phone Number: (605) 543-5955

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

Original  
mailed  
mailed 7.21.21  
RRSB-Limoges SD Subpoena 0278  
Jesse Kirk



DATE:06/18/21 CK#:38195 TOTAL:\$81,000.00\*\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property	Account	Invoice	Description	Amount
0824	6200			81,000.00
				<hr/> 81,000.00

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 1 of Generations on 1st Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

26 1st Ave SW, Watertown, SD 57201

Dated this 24<sup>th</sup> day of June, 2021.

AMOUNT: \$ 81,000.00

Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107

Paid to: \_\_\_\_\_

FULL \_\_\_\_\_

PARTIAL X

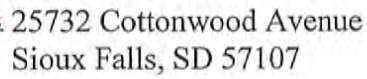
By: Nate Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

Original  
mailed 7-10-2021

RRSB-Limoges SD Subpoena 0280



# Invoice

Date	Invoice #
6/25/2021	7896

Bill To

Vendor No.
------------

Project	Subcontract Agreement No.	Project No.
2101-Generations on 1st		

Description	Amount
Progress Billing	80,000.00
Less 10%	-8,000.00

	Sales Tax (0.0%)	\$0.00
	Total	\$72,000.00
	Payments/Credits	\$0.00
	Balance Due	\$72,000.00

## APPLICATION FOR PAYMENT

OWNER: Craig Properties  
PROJECT: Generations on 1st

APPLICATION NUMBER: 5  
PERIOD TO: 6/30/2021

DISTRIBUTION:  
CONTRACTOR  
ARCHITECT  
File

CONTRACTOR: Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

PROJECT NUMBER:  
CONTRACT WORK: Cast-in-Place Concrete  
WORK CATEGORY NO: 3300

ARCHITECT:

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	669,000.00
2. NET CHANGES TO CONTRACT:	20,633.00
3. TOTAL CONTRACT AMOUNT:	689,633.00
4. TOTAL COMPLETED AND STORED TO DATE:	595,633.00
5. RETAINAGE:	
a. 10.0 % of Completed Work	59,563.30
b. 10.0 % of Stored Material	0.00
Total Retainage:	59,563.30
6. TOTAL COMPLETED LESS RETAINAGE:	536,069.70
7. LESS PREVIOUS APPLICATIONS:	484,069.70
8. CURRENT PAYMENT DUE:	72,000.00
9. BALANCE TO FINISH INCLUDING RETAINAGE:	153,563.30

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	20,633.00	-
Changes From This Application:	-	-
Total:	20,633.00	-
Net Changes:	20,633.00	

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: G. J. S. S. S. DATE: 10/25/2021

State: SD County: M. S. S. S.

Subscribed & sworn to before me this 25th day of June

Notary Public Name: Pr. S. S.

Commission Expiration Date: 1-8-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.

ARCHITECT: DATE:

The Amount Certified is payable to the contractor listed above.



# PAYMENT APPLICATION DETAIL

APPLICATION NO: 1  
FOR PERIOD ENDING: 6/30/2021

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Generations on 1st  
NO: 2101

WORK CATEGORY		Description	Scheduled Value	Prev. App. Value	COMPLETED WORK			BALANCE TO FINISH	RETAINAGE
					Work in Place	This App. Stored Mat.	Total Value		
A	B		C	D=Prev. (D+E)	E	F	G=D+E+F	H=C-G	I
► BASE CONTRACT SECTION									
	Concrete		669,000	495,000	80,000	-	575,000	94,000	57,500
			-	-	-	-	-	-	-
			-	-	-	-	-	-	-
► EXTRA WORK SECTION 1									
		Winter Charges- 1-10 to 2-13- See attached	7,500	7,500	-	-	7,500	-	750
		Winter Charges- 2-14 to 3-20- See attached	13,133	13,133	-	-	13,133	-	1,313
Total Base Contract Work:			669,000	495,000	80,000	-	575,000	94,000	57,500
Total Extra Work:			20,633	20,633	-	-	20,633	-	2,063
GRAND TOTAL:			689,633	515,633	80,000	-	595,633	94,000	59,563

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 1 of Generations on 1st Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

26 1st Ave SW, Watertown, SD 57201

Dated this 2<sup>nd</sup> day of September, 2021

AMOUNT: \$ 72,000.00

Paid to: Limoges Construction Inc.

FULL \_\_\_\_\_  
PARTIAL X

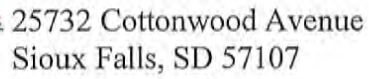
Not Lim  
By: Not Limoges  
Its: President  
Address: Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Phone Number: Sioux Falls, SD 57107  
(605) 543-5959

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

DATE:07/21/21 CK#:38386 TOTAL:\$72,000.00\*\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION (limoges)  
Property Account Invoice  
0824 6200

Description	Amount
	72,000.00
	<hr/> 72,000.00



# Invoice

Date	Invoice #
12/22/2021	102835

Bill To

Vendor No.

Project	Subcontract Agreement No.	Project No.
2101-Generations on 1st		

Description	Amount
Progress Billing	50,000.00
Less 10%	-5,000.00

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$45,000.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$45,000.00



# APPLICATION FOR PAYMENT

OWNER: Craig Properties  
PROJECT: Generations on 1st

APPLICATION NUMBER: 6

PERIOD TO: 12/31/2021

DISTRIBUTION:  
CONTRACTOR  
ARCHITECT  
File

CONTRACTOR:

Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

ARCHITECT:

CONTRACT WORK: Cast-in-Place Concrete

PROJECT NUMBER:

WORK CATEGORY NO: 3300

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	669,000.00
2. NET CHANGES TO CONTRACT:	20,633.00
3. TOTAL CONTRACT AMOUNT:	689,633.00
4. TOTAL COMPLETED AND STORED TO DATE:	645,633.00
5. RETAINAGE:	
a. 10.0 % of Completed Work	64,563.30
b. 10.0 % of Stored Material	0.00
Total Retainage:	64,563.30
6. TOTAL COMPLETED LESS RETAINAGE:	581,069.70
7. LESS PREVIOUS APPLICATIONS:	536,069.70
8. CURRENT PAYMENT DUE:	45,000.00
9. BALANCE TO FINISH INCLUDING RETAINAGE:	108,563.30

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	20,633.00	-
Changes From This Application:	-	-
Total:	20,633.00	-
Net Changes:	20,633.00	

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

*Jim Smith*

DATE: 12/23/2022

State:

SD

County:

Minnehaha

Subscribed & sworn to before me

this 23<sup>rd</sup> day of December

Notary Public Name:

*Ph D*

Commission Expiration Date:

1-8-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount

ARCHITECT:

DATE:

The Amount Certified is payable to the contractor listed above.

# PAYMENT APPLICATION DETAIL

APPLICATION NO: 6  
FOR PERIOD ENDING: 12/31/2021

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Generations on 1st  
NO: 2101

WORK CATEGORY		Description	Scheduled Value	Prev. App. Value	COMPLETED WORK			BALANCE TO FINISH	RETAINAGE
					Work In Place	This App. Stored Mat.	Total Value		
A	B		C	D=Prev. (D+E)	E	F	G=D+E+F	H=C-G	I
► BASE CONTRACT SECTION									
	Concrete		669,000	575,000	50,000	-	625,000	44,000	62,500
			-	-	-	-	-	-	-
			-	-	-	-	-	-	-
► EXTRA WORK SECTION 1									
	Winter Charges- 1-10 to 2-13- See attached	7,500		7,500	-	-	7,500	-	750
	Winter Charges- 2-14 to 3-20- See attached	13,133		13,133	-	-	13,133	-	1,313
Total Base Contract Work:			669,000	575,000	50,000	-	625,000	44,000	62,500
Total Extra Work:			20,633	20,633	-	-	20,633	-	2,063
GRAND TOTAL:			689,633	595,633	50,000	-	645,633	44,000	64,563

WAIVER OF LIEN

SD2020297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -

Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 1 of Generations on 1st Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

26 1st Ave SW, Watertown, SD 57201

Dated this 11<sup>th</sup> day of January, 2022.  
AMOUNT: \$ 45,000.00  
Paid to:

Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107

FULL ☒ PARTIAL ☐  
By: Mark Lim Its: 9153 Cottonwood  
Address: 9153 Cottonwood  
Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

Craig  
Mailed 1-14-22



DATE:01/03/22 CK#:39282 TOTAL:\$45,000.00\*\* BANK:Craig Properties, LLC(1120)  
PAYEE:LIMOGES CONSTRUCTION  
Property Address Invoice - Date  
Craig Properties 01/03/2022

Amount
45,000.00
<hr/> 45,000.00



25732 Cottonwood Avenue  
Sioux Falls, SD 57107

Date	Invoice #
1/25/2022	102848

Bill To	

Vendor No.

Project	Subcontract Agreement No.	Project No.
2101-Generations on 1st		

Description	Amount
Progress Billings	43,000.00
Winter Charges	3,830.00
Less 10%	-4,683.00

RRSB-Limoges SD Subpoena 0291

## APPLICATION FOR PAYMENT

OWNER: Craig Properties PROJECT: Generations on 1st APPLICATION NUMBER: 7 DISTRIBUTION: CONTRACTOR ARCHITECT File

CONTRACTOR: Limoges Construction, Inc ARCHITECT:  PROJECT NUMBER:

25732 Cottonwood Ave CONTRACT WORK: Cast-in-Place Concrete

Sioux Falls, SD 57107 WORK CATEGORY No: 3300

PERIOD TO: 1/31/2022

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT: 669,000.00

2. NET CHANGES TO CONTRACT: 24,463.00

3. TOTAL CONTRACT AMOUNT: 693,463.00

4. TOTAL COMPLETED AND STORED TO DATE: 692,463.00

5. RETAINAGE:

a. 10.0 % of Completed Work 69,246.30

b. 10.0 % of Stored Material 0.00

Total Retainage: 69,246.30

6. TOTAL COMPLETED LESS RETAINAGE: 623,216.70

7. LESS PREVIOUS APPLICATIONS: 581,069.70

8. CURRENT PAYMENT DUE: 42,147.00

9. BALANCE TO FINISH INCLUDING RETAINAGE: 70,246.30

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	20,633.00	-
Changes From This Application:	3,830.00	-
Total:	24,463.00	-
Net Changes:	24,463.00	

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jim Sears DATE: 1/29/2022

State: SD County: Minnehaha

Subscribed & sworn to before me this 25th day of January

Notary Public Name: [Signature]

Commission Expiration Date: 1-8-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below.

AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.

ARCHITECT:  DATE:

The Amount Certified is payable to the contractor listed above.

# PAYMENT APPLICATION DETAIL

APPLICATION NO: 7  
FOR PERIOD ENDING: 1/31/2022

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Generations on 1st  
NO: 2101

WORK CATEGORY			COMPLETED WORK					BALANCE TO FINISH		RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value	This App.			Total	Value	%	Value (10.0%)
				Work In Place	Stored Mat.	F				
A	B	C	D=Prev. (D+E)	E	F					
► BASE CONTRACT SECTION										
	Concrete	669,000	625,000	43,000	-		668,000	100%	1,000	66,800
		-		-	-		-			-
		-		-	-		-			-
► EXTRA WORK SECTION 1										
	Winter Charges- 1-10 to 2-13- See attached	7,500	7,500	-	-		7,500	100%	-	750
	Winter Charges- 2-14 to 3-20- See attached	13,133	13,133	-	-		13,133	100%	-	1,313
	Winter Charges- 12-22 to 1-11- See attached	3,830	-	3,830	-		3,830	100%	-	383
Total Base Contract Work:		669,000	625,000	43,000	-		668,000	100%	1,000	66,800
Total Extra Work:		24,463	20,633	3,830	-		24,463	100%	-	2,446
GRAND TOTAL:		693,463	645,633	46,830	-		692,463	100%	1,000	69,246

## Winter Concrete Charges

**Job Name:** Generations on 1st

**Date Range:** 12/22/2021 to 1/11/2022

	Previous Billings	Current Billing
Cold Weather Additives	\$10,229.91	\$3,830.32
Blanket Rent		\$0.00
Blanket Labor	\$10,402.50	\$0.00
Snow Removal Labor		\$0.00
Ground Heater Rental		\$0.00
Ground Heater Fuel		\$0.00
Price Adjust	\$0.59	-\$0.32
<b>TOTAL-</b>	<b>\$20,633.00</b>	<b>\$3,830.00</b>



## Cold Weather Additives

Date	Yards Poured	Winter Heat w/tax	.5% Accel w/tax	1% Accel w/tax	1.5% Accel w/tax	2% Accel w/tax	3% Accel w/tax	Total w/tax
12/22/2021	97	\$10.65		\$5.86				\$0.00
1/4/2022	80	\$10.65		\$5.86				\$1,601.47
1/11/2022	55	\$10.65		\$5.86				\$1,320.80
		\$10.65		\$5.86				\$908.05
		\$10.65		\$5.86				\$0.00
		\$10.65		\$5.86				\$0.00
		\$10.65		\$5.86				\$0.00
		\$10.65	\$2.93					\$0.00
		\$10.65	\$2.93					\$0.00
		\$10.65						\$0.00
		\$10.65		\$5.85				\$0.00
		\$10.65		\$5.85				\$0.00
		\$10.65		\$5.85				\$0.00
		\$10.65		\$5.85				\$0.00
		\$10.65		\$5.85				\$0.00
		\$10.65		\$5.85				\$0.00
		\$10.65		\$5.85				\$0.00
		\$10.65						\$0.00
		\$10.65						\$0.00
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								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
TOTALS	232							\$3,830.32

WAIVER OF LIEN

SD19260724

TO WHOM IT MAY CONCERN AND TO RED RIVER BANK

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

315 East Kemp, Watertown, SD 57201

Dated this 14<sup>th</sup> day of March, 2022

AMOUNT: \$[Enter Amount]  
[Enter Memo Info]

[Enter Creditor Name]

FULL \_\_\_\_\_

PARTIAL X \_\_\_\_\_

Nate Limoges  
By: Nate Limoges  
Its: President  
Address: Limoges Construction, Inc  
25732 Cottonwood Ave.  
Phone Number: Sioux Falls, SD 57107  
(605) 543-5959

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1 Ave N  
Fargo, ND 58102

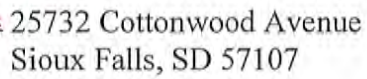
RRSB-Limoges SD Subpoena 0296

Original  
mailed 3-14-22

DATE:02/07/22 CK#:39476 TOTAL:\$42,147.00\*\* BANK:Craig Properties, LLC(1120)

PAYEE:LIMOGES CONSTRUCTION

Property Address	Invoice - Date	Description	Amount
Craig Properties	02/07/2022		42,147.00
			<hr/> 42,147.00



# Invoice

Date	Invoice #
2/25/2022	102864

Bill To

Vendor No.

Project	Subcontract Agreement No.	Project No.
2101-Generations on 1st		

Description	Amount
Progress Billing	1,000.00
less 10%	-100.00

	Sales Tax (0.0%)	\$0.00
	Total	\$900.00
	Payments/Credits	\$0.00
	Balance Due	\$900.00



### APPLICATION FOR PAYMENT

OWNER: Craig Properties PROJECT: Generations on 1st APPLICATION NUMBER: 8 DISTRIBUTION: CONTRACTOR ARCHITECT File

CONTRACTOR: Limoges Construction, Inc ARCHITECT:  PROJECT NUMBER:

25732 Cottonwood Ave CONTRACT WORK: Cast-in-Place Concrete

Sioux Falls, SD 57107 WORK CATEGORY NO: 3300

PERIOD TO: 2/28/2022

### APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT: 669,000.00

2. NET CHANGES TO CONTRACT: 24,463.00

3. TOTAL CONTRACT AMOUNT: 693,463.00

4. TOTAL COMPLETED AND STORED TO DATE: 693,463.00

5. RETAINAGE:

a. 10.0 % of Completed Work 69,346.30

b. 10.0 % of Stored Material 0.00

Total Retainage: 69,346.30

6. TOTAL COMPLETED LESS RETAINAGE: 624,116.70

7. LESS PREVIOUS APPLICATIONS: 623,216.70

8. CURRENT PAYMENT DUE: 900.00

9. BALANCE TO FINISH INCLUDING RETAINAGE: 69,346.30

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	24,463.00	-
Changes From This Application:	-	-
Total:	24,463.00	-
Net Changes:	24,463.00	

### CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jim Sauer DATE: 2-24-22

State: SD County: Minnehaha

Subscribed & sworn to before me this 24th day of February

Notary Public Name: Pr J

Commission Expiration Date: 1-8-27

### ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

### AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.

### ARCHITECT:

DATE:

The Amount Certified is payable to the contractor listed above.

# PAYMENT APPLICATION DETAIL

APPLICATION NO: 8  
FOR PERIOD ENDING: 2/28/2022

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Generations on 1st  
NO: 2101

WORK CATEGORY			COMPLETED WORK				BALANCE TO FINISH	RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value	This App.		Total	H=C-G	Value (10.0%)
				Work In Place	Stored Mat.			
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	I
► BASE CONTRACT SECTION								
	Concrete	669,000	668,000	1,000	-	669,000	100%	66,900
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
► EXTRA WORK SECTION 1								
	Winter Charges- 1-10 to 2-13- See attached	7,500	7,500	-	-	7,500	100%	750
	Winter Charges- 2-14 to 3-20- See attached	13,133	13,133	-	-	13,133	100%	1,313
	Winter Charges- 12-22 to 1-11- See attached	3,830	3,830	-	-	3,830	100%	383
Total Base Contract Work:								
		669,000	668,000	1,000	-	669,000	100%	66,900
Total Extra Work:								
		24,463	24,463	-	-	24,463	100%	2,446
GRAND TOTAL:								
		693,463	692,463	1,000	-	693,463	100%	69,346



**Exhibit C**  
**Limoges Construction, Inc.**

**Parkside Project  
Construction Agreement, Proposal, and Change  
Orders,  
Invoices, Payment Applications, Lien Waivers,  
and Payment Records**



# AIA<sup>®</sup> Document A132™ – 2009

## ***Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition***

AGREEMENT made as of the 31st day of August in the year 2020  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

Parkside Place, LLC  
1405 1<sup>st</sup> Ave. North Fargo, ND 58102

and the Contractor:  
(Name, legal status, address and other information)

Limoges Construction, Inc  
25732 Cottonwood Ave. Sioux Falls, SD 57107

for the following Project:  
(Name, location and detailed description)

Parkside Place  
8 2nd St NE Watertown, SD 57201

The Construction Manager:  
(Name, legal status, address and other information)

Prevail, LLC  
100 East Kemp Ave. Suite E Watertown, SD 57201

The Architect:  
(Name, legal status, address and other information)

TL Stroh Architects  
8 Seventh St. N Fargo, SD 58102

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. ^AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

## EXHIBIT A DETERMINATION OF THE COST OF THE WORK

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*



Portion of the Work	Substantial Completion Date
Concrete Footings	10-2-2020
2 <sup>nd</sup> Floor Slab	12-31-2020
1 <sup>st</sup> Floor Slab	4-15-2020

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

~~Delays would constitute monetary consequences~~ ES

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:  
(Check the appropriate box.)

- ☒ [ X ] Stipulated Sum, in accordance with Section 4.2 below
- ☐ [ ] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- ☐ [ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

#### § 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Three Hundred Nineteen Thousand Dollars (\$ 319,000.00 ), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

#### § 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

#### § 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
Cold Weather Charges	Any additional charges shall be approved in advance.  If blankets are needed the project owner will supply what he can before additional blankets are approved.

Init.

**§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price**

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent ( %) of the standard rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

**§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price**

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent ( %) of the standard rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

Init.



§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:

*(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)*

Item	Allowance
------	-----------

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty ( 60 ) days after the Construction Manager receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Init.



- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety five percent ( 95 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price**

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;
- .2 Add the Contractor's Fee, less retainage of percent ( %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of percent ( %) from that portion of the Work that the Contractor self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

Init.



§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price**

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of percent ( %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of percent ( %) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and



- .7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232–2009.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232–2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232–2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A232–2009.

☒ Litigation in a court of competent jurisdiction.



[ ] Other: *(Specify)*

#### ARTICLE 7 TERMINATION OR SUSPENSION

##### § 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

##### § 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

None %

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

Jesse Craig

Init.

Limoges to supply materials, equipment, labor, forms, headers, flanges, ect. for all concrete shown on plan.  
Approximately:

walls 3/301	16" x 4'	554 LF
12/301	8" x 4'	57 LF
5/301	8" x 4'	61 LF
7/3.1 elevator floor	x 1'	136 SF
walls	8" x 4'	32 LF
ftg 9/301	CR 2-0 1' x 2'	26 LF
10/301	CF 3-6 1' x 3'-6"	152 LF
wall ftg.s	CF2 1' x 2'	279 LF
	CF 2.6 1' x 2'-6"	161 LF
	CF 3 1' x 3'	132 LF
	CF3.6 14" x 3'-6"	92 LF
	CF 5.6 16" x 5'-6"	107 LF
pad ftg.s.	F 6 6' x 6' x 1'	4
	F 6-6 6'-6" x 6'-6" x 14"	8
	F 7-6 7'-6" x 7'-6" x 16"	2
	F 8-6 8'-6" x 8'-6" x 18"	4
piers 8/301	30" R x 2'	18
	30" R x 4'	11

## INTERIOR

1st floor	x 4" sog	17245 SF
2nd floor core topping		16230 SF
	CF 2A 1' x 2'	22 LF
stoop tops		182 SF

Section	Title	Date	Pages
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### § 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

PDF: PARKVIEW CRAIG PROPERTIES CD PRICING SET 09.01.20 FLATTENED Dated September 1<sup>st</sup> 2020

Number	Title	Date
--------	-------	------

### § 9.1.6 The Addenda, if any:



Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents, if any, listed below:  
*(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

#### ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
---------------------------	--

This Agreement is entered into as of the day and year first written above.

Nate Limoges  
OWNER (Signature)  
Nate Limoges, President  
(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

Init.

## Additions and Deletions Report for AIA® Document A132™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 19:01:43 ET on 09/07/2020.

### PAGE 1

AGREEMENT made as of the 31st day of August in the year 2020

...

Parkside Place, LLC  
1405 1<sup>st</sup> Ave. North Fargo, ND 58102

...

Limoges Construction, Inc  
25732 Cottonwood Ave. Sioux Falls, SD 57107

...

Parkside Place  
8 2nd St NE Watertown, SD 57201

...

Prevail, LLC  
100 East Kemp Ave. Suite E Watertown, SD 57201

...

TL Stroh Architects  
8 Seventh St. N Fargo, SD 58102

### PAGE 3

<u>Concrete Footings</u>	<u>10-2-2020</u>
<u>2<sup>nd</sup> Floor Slab</u>	<u>12-31-2020</u>
<u>1<sup>st</sup> Floor Slab</u>	<u>4-15-2020</u>

...

Delays would constitute monetary consequences

...

[ X ] Stipulated Sum, in accordance with Section 4.2 below



...

§ 4.2.1 The Stipulated Sum shall be Three Hundred Nineteen Thousand Dollars (\$ 319,000.00 ), subject to additions and deletions as provided in the Contract Documents.

...

Cold Weather Charges

Any additional charges shall be approved in advance.

If blankets are needed the project owner will supply what he can before additional blankets are approved.

PAGE 5

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty ( 60 ) days after the Construction Manager receives the Application for Payment.

PAGE 6

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);

...

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety five percent ( 95 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

PAGE 8

[ X ] Litigation in a court of competent jurisdiction.

PAGE 9

None %

...

Jesse Craig  
Craig Development, LLC  
1405 1<sup>st</sup> Ave. North  
Fargo, ND 58102  
PAGE 10

Dan Block  
Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Office: 605-543-5959  
Mobile: 605-212-4583

...

All contractors are expected to clean up after themselves, follow OSHA standards, use safe and reliable equipment, communicate, and work on a timely schedule.

No equipment will be provided by the Owner or the General of the Parkside Place project. All contractors are expected to provide their own labor and equipment (including lifts) for work performed, shipments, products, material, ect.

PAGE 11

Limoges to supply materials, equipment, labor, forms, headers, flanges, ect. for all concrete shown on plan.

Approximately:

walls 3/301	16" x 4'	554 LF
12/301	8" x 4'	57 LF
5/301	8" x 4'	61 LF
7/3.1 elevator floor	x 1'	136 SF
walls	8" x 4'	32 LF
ftg 9/301	CR 2-0 1' x 2'	26 LF
10/301	CF 3-6 1' x 3'-6"	152 LF
wall ftg.s	CF2 1' x 2'	279 LF
	CF 2.6 1' x 2'-6"	161 LF
	CF 3 1' x 3'	132 LF
	CF3.6 14" x 3'-6"	92 LF
	CF 5.6 16" x 5'-6"	107 LF
pad ftgs.	F 6 6' x 6' x 1'	4
	F 6-6 6'-6" x 6'-6" x 14"	8
	F 7-6 7'-6" x 7'-6" x 16"	2
	F 8-6 8'-6" x 8'-6" x 18"	4
piers 8/301	30" R x 2'	18
	30" R x 4'	11

## INTERIOR

1st floor	x 4" sog	17245 SF
2nd floor core topping		16230 SF
	CF 2A 1' x 2'	22 LF
stoop tops		182 SF

...

PDF: PARKVIEW CRAIG PROPERTIES CD PRICING SET 09.01.20 FLATTENED Dated September 1<sup>st</sup> 2020

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:01:43 ET on 09/07/2020 under Order No. 5403286327 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



Craig Development, LLC  
1405 1<sup>st</sup> Ave. North  
Fargo, ND 58102

§ 8.4 The Contractor's representative:  
(Name, address and other information)

Dan Block  
Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Office: 605-543-5959  
Mobile: 605-212-4583

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

All contractors are expected to clean up after themselves, follow OSHA standards, use safe and reliable equipment, communicate, and work on a timely schedule.

No equipment will be provided by the Owner or the General of the Parkside Place project. All contractors are expected to provide their own labor and equipment (including lifts) for work performed, shipments, products, material, ect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Additional exhibit attached - LCI proposal ES





# PROPOSAL

Ph.605.543.5959  
Fax.605.543.5940  
25732 Cottonwood Ave.

TO: JESSE CRAIG /JESSE KIIHL  
CRAIG PROPERTIES

DATE: August 24, 2020  
FROM: Dan Block  
EMAIL: [danb@alliancecom.net](mailto:danb@alliancecom.net)

PROJECT: PARKVIEW MIXED USE

## PLAN REFERENCE:

This proposal is taken from prints dated 8/18/20. Any variation from these prints or this proposal may effect this proposed price.

DESCRIPTION	UNIT	TOTAL
walls 3/301 16" x 4'	554 LF	
12/301 8" x 4'	57 LF	
5/301 8" x 4'	61 LF	
7/3.1 elevator floor x 1'	136 SF	
walls 8" x 4'	32 LF	
ftg 9/301 CR 2-0 1' x 2'	26 LF	
10/301 CF 3-6 1' x 3'-6"	152 LF	
wall ftg.s CF2 1' x 2'	279 LF	
CF 2.6 1' x 2'-6"	161 LF	
CF 3 1' x 3'	132 LF	
CF3.6 14" x 3'-6"	92 LF	
CF 5.6 16" x 5'-6"	107 LF	
pad ftgs. F 6 6' x 6' x 1'	4	
F 6-6 6'-6" x 6'-6" x 14"	8	
F 7-6 7'-6" x 7'-6" x 16"	2	
F 8-6 8'-6" x 8'-6" x 18"	4	
piers 8/301 30" R x 2'	18	
30" R x 4'	11	
INTERIOR		
1st floor x 4" sog	17245 SF	
2nd floor core topping	16230 SF	
CF 2A 1' x 2'	22 LF	
stoop tops	182 SF	
TOTAL OF BASE BID		\$319,000.00

**Alt. Adds DECLINED**

Add walls to footings 9,10/301 & extent piers 8/301	190 LF	
to 4' for winter construction	18	\$12,000.00

**Alt. Adds DECLINED**

Outer Edge horizontal floor insulation 2" x 4'	554 LF	\$4,450.00
--	--------	------------

**Clarification**

As per the spec's the core topping is to be reinforced with Macro Fibers. It is LCI's experience that these fibers can leave unsightly mark in the rooms with no or vinyl floor covering especially at the edges and where the weight of a power trowel can not be used. LCI will do there best to make these floors look good but will not except liability for the fiber marks or exposed fibers left behind. LCI Highly recommends that these floors are cast with wire mesh or rebar as reinforcement.

**I. PRICE INCLUDED:**

Labor, Concrete, Fine Grading for Flat Work + or - 1/10',  
Floor Poly, Rebar, Sales Tax on Materials

**II. PRICE DOES NOT INCLUDE:**

Engineering, Concrete or Soil Tests, Survey, Layout,  
Snow Removal, Heat, Heat Enclosures, Cold Weather Concrete Additives,  
Covering of Concrete Due to Cold Weather, Blankets or Blanket Labor,  
Excavation or Back Fill, Fill Sand, Placement of Fill Sand, Dewatering, Water Proofing,  
Drain Tile, Wall or Floor Insulation, Bolts, Joint Dowels or  
Assemblies, Floor Treatments or Sealants, Joint Sealants, Wall Rub Finishes or  
Coatings, Surcharge for Lack of Project Access, Disposal of Concrete Wash Out,  
Shoring for Steel Decks, Dirt Banks, etc. Any Exterior Concrete Work, Curb & Gutter,  
Excise Tax,

**III. CONDITIONS of WORK:**

All excavations must be in compliance with OHSA requirements.  
Limoges Construction will not accept any other conditions.

Inside of building MUST be clear of all piles of dirt, debris,  
building materials, etc., so accurate measurements  
can be made and correct installation can be achieved.  
There must also be a minimum of 8 feet of access between the  
edge of the excavation and any stored soil or material  
for our material handling and work space.  
Limoges Construction will not accept any other conditions.

For all slab on grade floor placements, the gravel-granular fill and sub base must be able to support the weight of a fully loaded concrete truck. This includes the trucks being able to maneuver on this material with multiple truck passes on this material for the floor placement. Limoges Construction will not accept any other conditions.

IV. **CONTRACTING:**

If this proposal is accepted, these inclusions and exclusions need to be added verbatim to the contract offered to LCI or attach this proposal as an addendum or exhibit to the contract.

No back charges will be excepted by LCI without prior written authorization and sign off by LCI

Prices are good for 30 days from date of proposal.



\_\_\_\_\_  
DAN BLOCK  
ESTIMATOR FOR LIMOGES CONSTRUCTION, INC.

If you accept this proposal, please sign below and return

8/24/2020

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE





## Prime Contractor's Exemption Certification

South Dakota Department of Revenue

445 E Capitol Ave, Pierre, SD 57501


### Instructions:

\* An exemption certificate may not be used by an owner of a project or a government entity. Improper issuance of this certificate by anyone that is not a prime contractor will incur a penalty of 10% of the tax due.

\* A prime contractor may not issue a prime contractor's exemption certificate for a qualified utility (QU) project. On a QU project, the prime contractor and all subcontractors owe the 2% contractor's excise tax on their gross receipts.

\* An exemption certificate may not be given for the purchase of materials, equipment, product or sales taxable service. Prime contractors must pay sales tax to the service provider on sales taxable services. Examples of sales taxable services are: engineering, architecture, surveying, gravel crushing, snow removal, drapery installation, roto-rooting, locksmith, construction management, cleaning and calibration, and installation of flooring. The installation of tile, terrazzo, and marble are subject to contractor's excise tax.

RETENTION OF THIS CERTIFICATE RELIEVES THE SUBCONTRACTOR FROM LIABILITY FOR CONTRACTOR'S EXCISE TAX SPECIFICALLY FOR THE PROJECT LISTED BELOW

<b>PRIME CONTRACTOR NAME</b> Parkside Place, LLC		<b>EXCISE TAX LICENSE NUMBER</b> 1035-2448-ET	
<b>STREET ADDRESS</b> 1405 1st avenue north	<b>CITY</b> fargo	<b>STATE</b> North	<b>ZIP CODE</b> 58102
<b>CONTRACTOR EMAIL ADDRESS</b> jcraig@craigprop.com			
<b>SUBCONTRACTOR NAME</b> Limoges Construction, Inc.		<b>EXCISE TAX LICENSE NUMBER</b>	
<b>STREET ADDRESS</b> 25732 Cottonwood Ave	<b>CITY</b> Sioux Falls	<b>STATE</b> SD	<b>ZIP CODE</b> 57104
<b>SUBCONTRACTOR EMAIL ADDRESS</b>			
<b>PROJECT DESCRIPTION</b> 36 plex multi family apartment			
<b>PROJECT LOCATION</b> 8 2nd St N, Watertown, SD			
<b>PRIME CONTRACTOR'S SIGNATURE</b> 		<b>DATE</b> 1-6-21	





# PROPOSAL

Ph.605.543.5959  
Fax.605.543.5940  
25732 Cottonwood Ave.

TO: JESSE CRAIG /JESSE KIIHL  
CRAIG PROPERTIES

DATE: August 24, 2020  
FROM: Dan Block  
EMAIL: [danb@alliancecom.net](mailto:danb@alliancecom.net)

PROJECT: PARKVIEW MIXED USE

## PLAN REFERENCE:

This proposal is taken from prints dated 8/18/20. Any variation from these prints or this proposal may effect this proposed price.

DESCRIPTION	UNIT	TOTAL
walls 3/301 16" x 4'	554 LF	
12/301 8" x 4'	57 LF	
5/301 8" x 4'	61 LF	
7/3.1 elevator floor x 1'	136 SF	
walls 8" x 4'	32 LF	
ftg 9/301 CR 2-0 1' x 2'	26 LF	
10/301 CF 3-6 1' x 3'-6"	152 LF	
wall ftg.s CF2 1' x 2'	279 LF	
CF 2.6 1' x 2'-6"	161 LF	
CF 3 1' x 3'	132 LF	
CF3.6 14" x 3'-6"	92 LF	
CF 5.6 16" x 5'-6"	107 LF	
pad ftgs. F 6 6' x 6' x 1'	4	
F 6-6 6'-6" x 6'-6" x 14"	8	
F 7-6 7'-6" x 7'-6" x 16"	2	
F 8-6 8'-6" x 8'-6" x 18"	4	
piers 8/301 30" R x 2'	18	
30" R x 4'	11	
INTERIOR		
1st floor x 4" sog	17245 SF	
2nd floor core topping	16230 SF	
CF 2A 1' x 2'	22 LF	
stoop tops	182 SF	
TOTAL OF BASE BID		\$319,000.00

**Alt. Adds**

Add walls to footings 9,10/301 & extent piers 8/301 to 4' for winter construction	190 LF 18	 \$12,000.00
Outer Edge horizontal floor insulation 2" x 4'	554 LF	\$4,450.00

**Clarification**

As per the spec's the core topping is to be reinforced with Macro Fibers. It is LCI's experience that these fibers can leave unsightly mark in the rooms with no or vinyl floor covering especially at the edges and where the weight of a power trowel can not be used. LCI will do there best to make these floors look good but will not except liability for the fiber marks or exposed fibers left behind. LCI Highly recommends that these floors are cast with wire mesh or rebar as reinforcement.

I. **PRICE INCLUDED:**

Labor, Concrete, Fine Grading for Flat Work + or - 1/10',  
Floor Poly, Rebar, Sales Tax on Materials

II. **PRICE DOES NOT INCLUDE:**

Engineering, Concrete or Soil Tests, Survey, Layout,  
Snow Removal, Heat, Heat Enclosures, Cold Weather Concrete Additives,  
Covering of Concrete Due to Cold Weather, Blankets or Blanket Labor,  
Excavation or Back Fill, Fill Sand, Placement of Fill Sand, Dewatering, Water Proofing,  
Drain Tile, Wall or Floor Insulation, Bolts, Joint Dowels or  
Assemblies, Floor Treatments or Sealants, Joint Sealants, Wall Rub Finishes or  
Coatings, Surcharge for Lack of Project Access, Disposal of Concrete Wash Out,  
Shoring for Steel Decks, Dirt Banks, etc. Any Exterior Concrete Work, Curb & Gutter,  
Excise Tax,

III. **CONDITIONS of WORK:**

All excavations must be in compliance with OHSA requirements.  
Limoges Construction will not accept any other conditions.

Inside of building MUST be clear of all piles of dirt, debris,  
building materials, etc., so accurate measurements  
can be made and correct installation can be achieved.  
There must also be a minimum of 8 feet of access between the  
edge of the excavation and any stored soil or material  
for our material handling and work space.  
Limoges Construction will not accept any other conditions.

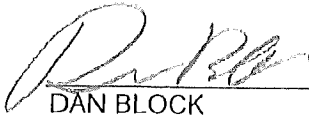
For all slab on grade floor placements, the gravel-granular fill and sub base must be able to support the weight of a fully loaded concrete truck. This includes the trucks being able to maneuver on this material with multiple truck passes on this material for the floor placement. Limoges Construction will not accept any other conditions.

IV. **CONTRACTING:**

If this proposal is accepted, these inclusions and exclusions need to be added verbatim to the contract offered to LCI or attach this proposal as an addendum or exhibit to the contract.

No back charges will be excepted by LCI without prior written authorization and sign off by LCI

Prices are good for 30 days from date of proposal.



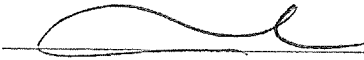
DAN BLOCK

ESTIMATOR FOR LIMOGES CONSTRUCTION, INC.

If you accept this proposal, please sign below and return

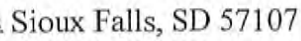
8/24/2020

DATE



8/28/20

DATE



# Invoice

Date	Invoice #
10/23/2020	7735

Bill To

Vendor No.

[illegible]



## APPLICATION FOR PAYMENT

OWNER: PROJECT: Parkside Place  
Craig Properties/Parkside Place LLC Parkside Place

APPLICATION NUMBER: 1

DISTRIBUTION:  
CONTRACTOR  
ARCHITECT  
File

PERIOD TO: 10-31-20

CONTRACTOR: ARCHITECT:

Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

PROJECT NUMBER:

CONTRACT WORK: Cast-in-Place Concrete

WORK CATEGORY NO: 3300

Created with Paymee. www.Paymee.com

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	319,000.00
2. NET CHANGES TO CONTRACT:	3,725.00
3. TOTAL CONTRACT AMOUNT:	322,725.00
4. TOTAL COMPLETED AND STORED TO DATE:	163,725.00
5. RETAINAGE:	
a. 10.0 % of Completed Work	16,372.50
b. 10.0 % of Stored Material	0.00
Total Retainage:	16,372.50
6. TOTAL COMPLETED LESS RETAINAGE:	147,352.50
7. LESS PREVIOUS APPLICATIONS:	-
8. CURRENT PAYMENT DUE:	147,352.50
9. BALANCE TO FINISH INCLUDING RETAINAGE:	175,372.50

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	-	-
Changes From This Application:	3,725.00	-
Total:	3,725.00	-
Net Changes:	3,725.00	

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

CONTRACTOR:

DATE: 10/23/2024

State:

Country: Minnesota

Subscribed & sworn to before me

this 23rd day of October

Notary Public Name:

Commission Expiration Date: 1-8-21

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

ARCHITECT:

DATE:

The Amount Certified is payable to the contractor listed above.

Created using Paymee for Excel. www.Paymee.com

# PAYMENT APPLICATION DETAIL

APPLICATION NO: 1  
FOR PERIOD ENDING: 10-31-20

PROJECT: Parkside Place  
NO: 2034

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

WORK CATEGORY		Description	Scheduled Value	Prev. App. Value	COMPLETED WORK			BALANCE TO FINISH	RETAINAGE	
					Work In Place	This App. Stored Mat.	Total Value			
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	H=C-G	I	
► BASE CONTRACT SECTION										
	Foundation	160,000	-	160,000	-	160,000	100%	-	16,000	
	Floors	159,000	-	-	-	-	0%	159,000	-	
		-							-	
► EXTRA WORK SECTION 1										
	CO #1 Wall Height Increase	3,725	-	3,725	-	3,725	100%	-	373	
Total Base Contract Work:										
		319,000	-	160,000	-	160,000	50%	159,000	16,000	
Total Extra Work:										
		3,725	-	3,725	-	3,725	100%	-	373	
GRAND TOTAL:										
		322,725	-	163,725	-	163,725	51%	159,000	16,373	

Created using Paymex for Excel. Download for free at: [www.Paymex.com](http://www.Paymex.com)

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 15 and 16 in Block 2 of the Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

Dated this 23<sup>rd</sup> day of November, 2020

AMOUNT: \$ 147,352.50

Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107

Paid to: \_\_\_\_\_

FULL \_\_\_\_\_

PARTIAL X

Nate Limoges  
By: Nate Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Phone Number: (605) 543-5757

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

RRSB-Limoges SD Subpoena 0154

Original  
mailed 11-23-20



DATE:10/27/20 CK#:36922 TOTAL:\$147,352.50\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property	Account	Invoice	Description	Amount
0824	6200			147,352.50
				<hr/> 147,352.50



Sioux Falls, SD 57107

Date	Invoice #
12/23/2020	7782

Bill To

[illegible]

# APPLICATION FOR PAYMENT

**OWNER:** Craig Properties/Parkside Place LLC  
Parkside Place

**APPLICATION NUMBER:** 2

**DISTRIBUTION:**

CONTRACTOR  
ARCHITECT  
File

**PERIOD TO:** 12/31/2020

**PROJECT NUMBER:**

**CONTRACTOR:** Limoges Construction, Inc.

25732 Cottonwood Ave  
Sioux Falls, SD 57107

**ARCHITECT:**

**CONTRACT WORK:** Cast-in-Place Concrete

**WORK CATEGORY NO:** 3300

Created with Paymee, www.Paymee.com

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Jim Soren **DATE:** 12/23/2020

**State:** SD **County:** Minnehaha

Subscribed & sworn to before me

this 23rd day of December

Notary Public Name: for SD

Commission Expiration Date: 1-8-21

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

## AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.

**ARCHITECT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

<b>1. ORIGINAL CONTRACT AMOUNT:</b>	319,000.00	
<b>2. NET CHANGES TO CONTRACT:</b>	6,647.00	
<b>3. TOTAL CONTRACT AMOUNT:</b>	325,647.00	
<b>4. TOTAL COMPLETED AND STORED TO DATE:</b>	166,647.00	
<b>5. RETAINAGE:</b>		
a. 10.0 % of Completed Work	16,664.70	
b. 10.0 % of Stored Material	0.00	
Total Retainage:	16,664.70	
<b>6. TOTAL COMPLETED LESS RETAINAGE:</b>	149,982.30	
<b>7. LESS PREVIOUS APPLICATIONS:</b>	147,352.50	
<b>8. CURRENT PAYMENT DUE:</b>	2,629.80	
<b>9. BALANCE TO FINISH INCLUDING RETAINAGE:</b>	175,664.70	

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	3,725.00	-
Changes From This Application:	2,922.00	-
Total:	6,647.00	-
Net Changes:	6,647.00	

Created using Paymee for Excel, www.Paymee.com

# PAYMENT APPLICATION DETAIL

APPLICATION NO: 2  
FOR PERIOD ENDING: 12/31/2020

PROJECT: Parkside Place  
NO: 2034

FROM: Limoges Construction, Inc.  
WORK: 3300 - Cast-in-Place Concrete

WORK CATEGORY		COMPLETED WORK				BALANCE TO FINISH		RETAINAGE	
Item No.	Description	Scheduled Value	Prev. App. Value	Work In Place	This App. Stored Mat.	Value	%	Value	(10.0%)
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	H=C-G	I
► BASE CONTRACT SECTION									
	Foundation	160,000	160,000	-	-	160,000	100%	-	16,000
	Floors	159,000	-	-	-	-	0%	159,000	-
		-	-	-	-	-			-
► EXTRA WORK SECTION 1									
	CO #1 Wall Height Increase	3,725	3,725	-	-	3,725	100%	-	373
	Winter Charges- 12-16 & 12-17- see attached	2,922	-	2,922	-	2,922	100%	-	292
Total Base Contract Work:		319,000	160,000	-	-	160,000	50%	159,000	16,000
Total Extra Work:		6,647	3,725	2,922	-	6,647	100%	-	665
GRAND TOTAL:		325,647	163,725	2,922	-	166,647	51%	159,000	16,665

Created using Paymoo for Excel. Download for free at: www.Paymoo.com

## Winter Concrete Charges

Job Name: Parkside

Date Range: 12/16/2020 to 12/17/2020

	Previous Billings	Current Billing
Cold Weather Additives	\$0.00	\$2,250.00
Blanket Rent	\$0.00	\$0.00
Blanket Labor	\$0.00	\$672.00
Snow Removal Labor	\$0.00	\$0.00
Ground Heater Rental	\$0.00	\$0.00
Ground Heater Fuel	\$0.00	\$0.00
Price Adjust		
<b>TOTAL-</b>	\$0.00	<b>\$2,922.00</b>



## Cold Weather Additives

Date	Yards Poured	Per Yard					Total w/tax
							\$0.00
12/17/2020	75	\$30.00					\$2,250.00
		\$30.00					\$0.00
		\$30.00					\$0.00
		\$30.00					\$0.00
		\$30.00					\$0.00
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		\$30.00					\$0.00
		\$30.00					\$0.00
		\$30.00					\$0.00
TOTALS	75						\$2,250.00

## Blanket Labor

Date	# of workers	Total Manhours	Labor Rate	Total
				\$0.00
12/16/2020	4	4	\$42.00	\$168.00
12/17/2020	8	12	\$42.00	\$504.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
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			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$40.00	\$0.00
				\$0.00
		16		\$672.00

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 15 and 16 in Block 2 of the Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

8 2nd Street Northeast, Watertown, SD 57201

Dated this 18<sup>th</sup> day of March, 2021.

AMOUNT: \$ 2,629.80

Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107

Paid to: \_\_\_\_\_

FULL \_\_\_\_\_

PARTIAL X

Not Limoges  
By: Kate Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Sioux Falls SD 57107  
Phone Number: (605) 542-5959

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1st Avenue North  
Fargo, ND 58102

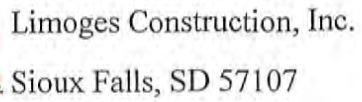
RRSB-Limoges SD Subpoena 0162

Original  
mailed 3-23-21

DATE:03/16/21 CK#:37685 TOTAL:\$61,129.80\*\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property Account	Invoice	Description	Amount
0824 8100			2,629.80
0824 6200			58,500.00
			<hr/> 61,129.80





# Invoice

Date	Invoice #
1/25/2021	7801

Bill To

Vendor No.

[illegible]

## APPLICATION FOR PAYMENT

OWNER: **PROJECT:**  
Craig Properties/Parkside Place LLC Parkside Place

APPLICATION NUMBER: 3

PERIOD TO: 1/31/2021

DISTRIBUTION:  
CONTRACTOR  
ARCHITECT  
File

CONTRACTOR:

Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

PROJECT NUMBER:

CONTRACT WORK: Cast-in-Place Concrete

WORK CATEGORY NO: 3300

Created with Paymee. www.Paymee.com

ARCHITECT:

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	319,000.00	
2. NET CHANGES TO CONTRACT:	6,647.00	
3. TOTAL CONTRACT AMOUNT:	325,647.00	
4. TOTAL COMPLETED AND STORED TO DATE:	231,647.00	
5. RETAINAGE:		
a. 10.0 % of Completed Work	23,164.70	
b. 10.0 % of Stored Material	0.00	
Total Retainage:	23,164.70	
6. TOTAL COMPLETED LESS RETAINAGE:	208,482.30	
7. LESS PREVIOUS APPLICATIONS:	149,982.30	
8. CURRENT PAYMENT DUE:	58,500.00	
9. BALANCE TO FINISH INCLUDING RETAINAGE:	117,164.70	

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	6,647.00	-
Changes From This Application:	-	-
Total:	6,647.00	-
Net Changes:	6,647.00	

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

Jim Spira

DATE: 1/25/2021

State:

SD

County:

M.nehaha

Subscribed & sworn to before me

this 25th day of January

Notary Public Name:

KE B

Commission Expiration Date:

1-8-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

ARCHITECT:

DATE:

The Amount Certified is payable to the contractor listed above.

Created using Paymee for Excel. www.Paymee.com

## PAYMENT APPLICATION DETAIL

APPLICATION NO: 3  
FOR PERIOD ENDING: 1/31/2021

PROJECT: Parkside Place  
NO: 2034

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

WORK CATEGORY		Description	Scheduled Value	Prev. App. Value	COMPLETED WORK			BALANCE TO FINISH	RETAINAGE	
					Work In Place	This App.	Total			
A	B		C	D=Prev. (D+E)	E	F	G=D+E+F	H=C-G	I	Value (10.0%)
▶ BASE CONTRACT SECTION										
		Foundation	160,000	160,000	-	-	160,000	100%	-	16,000
		Floors	159,000	-	65,000	-	65,000	41%	94,000	6,500
			-	-	-	-	-	-	-	-
▶ EXTRA WORK SECTION 1										
		CO #1 Wall Height Increase	3,725	3,725	-	-	3,725	100%	-	373
		Winter Charges- 12-16 & 12-17- see attached	2,922	2,922	-	-	2,922	100%	-	292
Total Base Contract Work:			319,000	160,000	65,000	-	225,000	71%	94,000	22,500
Total Extra Work:			6,647	6,647	-	-	6,647	100%	-	665
GRAND TOTAL:			325,647	166,647	65,000	-	231,647	71%	94,000	23,165

Created using Paymapp for Excel. Download for free at: www.Paymapp.com



WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 15 and 16 in Block 2 of the Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

8 2nd Street Northeast, Watertown, SD 57201

Dated this 18<sup>th</sup> day of March, 2021.

AMOUNT: \$ 58,500.00

Paid to: Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107

FULL                     

PARTIAL   X  

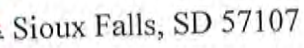
Not a Lien  
By: Kate Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1st Avenue North  
Fargo, ND 58102

Original  
mailed 3-23-21





# Invoice

Date	Invoice #
4/26/2021	7845

Bill To

		Vendor No.
Project	Subcontract Agreement No.	Project No.
2034-Parkside Place Apartments		
Description	Amount	
Progress Billing Less 10%		
	10,000.00	
	-1,000.00	
	Sales Tax (0.0%)	\$0.00
Total	\$9,000.00	
	Payments/Credits	\$0.00
	Balance Due	\$9,000.00

# APPLICATION FOR PAYMENT

**OWNER:** Craig Properties/Parkside Place LLC  
**PROJECT:** Parkside Place

**APPLICATION NUMBER:** 4

**PERIOD TO:** 4/30/2021

**DISTRIBUTION:**  
 CONTRACTOR  
 ARCHITECT  
 File

**CONTRACTOR:** Limoges Construction, Inc  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107

**ARCHITECT:**

**PROJECT NUMBER:**

**CONTRACT WORK:** Cast-in-Place Concrete

**WORK CATEGORY NO:** 3300

Created with Paymee. www.Paymee.com

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT: 319,000.00
2. NET CHANGES TO CONTRACT: 6,647.00
3. TOTAL CONTRACT AMOUNT: 325,647.00
4. TOTAL COMPLETED AND STORED TO DATE: 241,647.00
5. RETAINAGE:
  - a. 10.0 % of Completed Work 24,164.70
  - b. 10.0 % of Stored Material 0.00
  - Total Retainage: 24,164.70
6. TOTAL COMPLETED LESS RETAINAGE: 217,482.30
7. LESS PREVIOUS APPLICATIONS: 208,482.30
8. CURRENT PAYMENT DUE: 9,000.00
9. BALANCE TO FINISH INCLUDING RETAINAGE: 108,164.70

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	6,647.00	-
Changes From This Application:	-	-
Total:	6,647.00	-
Net Changes:	6,647.00	

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Jim Gore

**DATE:** 4/26/2021

**State:** SD

**County:** Minnehaha

Subscribed & sworn to before me

this 26th day of April

**Notary Public Name:** Jim Gore

**Commission Expiration Date:** 12-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

**AMOUNT CERTIFIED:**

Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.

**ARCHITECT:**

**DATE:**

The Amount Certified is payable to the contractor listed above.

Created using Paymee for Excel. www.Paymee.com

# PAYMENT APPLICATION DETAIL

APPLICATION NO: 4  
FOR PERIOD ENDING: 4/30/2021

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Parkside Place  
NO: 2034

WORK CATEGORY		COMPLETED WORK				BALANCE TO FINISH		RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value	This App. Work in Place	Stored Mat.	Value	%	Value (10.0%)
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	H=C-G
▶ BASE CONTRACT SECTION								
	Foundation	160,000	160,000	-	-	160,000	100%	16,000
	Floors	159,000	65,000	10,000	-	75,000	47%	7,500
		-	-	-	-	-	-	-
▶ EXTRA WORK SECTION 1								
	CO #1 Wall Height Increase	3,725	3,725	-	-	3,725	100%	373
	Winter Charges- 12-16 & 12-17- see attached	2,922	2,922	-	-	2,922	100%	292
Total Base Contract Work:		319,000	225,000	10,000	-	235,000	74%	23,500
Total Extra Work:		6,647	6,647	-	-	6,647	100%	665
GRAND TOTAL:		325,647	231,647	10,000	-	241,647	74%	24,165

Created using Paymate for Excel. Download for free at: www.Paymate.com



DATE:05/26/21 CK#:38020 TOTAL:\$9,000.00\*\*\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property	Account	Invoice	Description	Amount
0824	6200			9,000.00
				<hr/> 9,000.00



WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 15 and 16 in Block 2 of the Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

8 2nd Street Northeast, Watertown, SD 57201

Dated this 1<sup>st</sup> day of June, 2021, Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107

AMOUNT: \$ 9,000.00

Paid to: \_\_\_\_\_

FULL \_\_\_\_\_  
PARTIAL X

Not Limog  
By: Not Limog  
Its: President  
Address: 25732 Cottonwood Ave  
Sioux Falls SD 57107  
Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1st Avenue North  
Fargo, ND 58102

RRSB-Limoges SD Subpoena 0172

Original  
filed 6-3-2021



25732 Cottonwood Avenue  
Sioux Falls, SD 57107

# Invoice

Date	Invoice #
6/25/2021	7897

Bill To

Vendor No.

[illegible]

## APPLICATION FOR PAYMENT

**OWNER:** Craig Properties/Parkside Place LLC  
**PROJECT:** Parkside Place

**APPLICATION NUMBER:** 5

**DISTRIBUTION:**  
 CONTRACTOR  
 ARCHITECT  
 File

**PERIOD TO:** 6/30/2021

**PROJECT NUMBER:**

**CONTRACTOR:** Limoges Construction, Inc

25732 Cottonwood Ave  
 Sioux Falls, SD 57107

**ARCHITECT:**

**CONTRACT WORK:** Cast-in-Place Concrete

**WORK CATEGORY NO:** 3300

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	319,000.00
2. NET CHANGES TO CONTRACT:	2,715.00
3. TOTAL CONTRACT AMOUNT:	321,715.00
4. TOTAL COMPLETED AND STORED TO DATE:	321,715.00
5. RETAINAGE:	
a. 10.0 % of Completed Work	32,171.50
b. 10.0 % of Stored Material	0.00
Total Retainage:	32,171.50
6. TOTAL COMPLETED LESS RETAINAGE:	289,543.50
7. LESS PREVIOUS APPLICATIONS:	217,482.30
8. CURRENT PAYMENT DUE:	72,061.20
9. BALANCE TO FINISH INCLUDING RETAINAGE:	32,171.50

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	6,647.00	-
Changes From This Application:	-	3,932.00
Total:	6,647.00	3,932.00
Net Changes:	2,715.00	

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Jim [Signature] **DATE:** 6/25/2021

**State:** SD **County:** Minnehaha

Subscribed & sworn to before me

this 25th day of June

Notary Public Name: [Signature]

Commission Expiration Date: 1-8-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

**AMOUNT CERTIFIED:** \_\_\_\_\_

Provide explanation below or attached if amount certified does not match this application amount.  
 Initial all figures & markups to agree with certified amount.

**ARCHITECT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.



# PAYMENT APPLICATION DETAIL

APPLICATION NO:  
FOR PERIOD ENDING: 6/30/2021

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Parkside Place  
NO: 2034

WORK CATEGORY		COMPLETED WORK				BALANCE TO FINISH	RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value	This App. Work in Place	Stored Mat.	Total Value	Value (10.0%)
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	H=C-G
▶ BASE CONTRACT SECTION							
	Foundation	160,000	160,000	-	-	160,000	16,000
	Floors	159,000	75,000	84,000	-	159,000	15,900
							-
▶ EXTRA WORK SECTION 1							
	CO #1 Wall Height Increase	3,725	3,725	-	-	3,725	373
	Winter Charges- 12-16 & 12-17- see attached	2,922	2,922	-	-	2,922	292
	CO #2 Stairwell Floors	(3,932)	-	(3,932)	-	(3,932)	(393)
Total Base Contract Work:		319,000	235,000	84,000	-	319,000	31,900
Total Extra Work:		2,715	6,647	(3,932)	-	2,715	272
GRAND TOTAL:		321,715	241,647	80,068	-	321,715	32,172



WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 15 and 16 in Block 2 of the Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

8 2nd Street Northeast, Watertown, SD 57201

Dated this 2<sup>nd</sup> day of September, 2021

AMOUNT: \$ 72,064.20

Paid to: Limoges Construction Inc.

FULL \_\_\_\_\_  
PARTIAL X

Mark Limoges  
By: Mark Limoges  
Its: President  
Address: Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Phone Number: Sioux Falls, SD 57107  
(605) 543-5559

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1st Avenue North  
Fargo, ND 58102

Original  
mailed 9-2-21

RRSB-Limoges SD Subpoena 0176

DATE:07/21/21 CK#:38371 TOTAL:\$72,061.20\*\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property	Account	Invoice	Description	Amount
0824	6200			72,061.20
				<hr/> 72,061.20



Limoges Construction, Inc.  
25732 Cottonwood Avenue  
Sioux Falls, SD 57107

## Invoice

Date	Invoice #
11/22/2021	7994

Bill To
Craig Properties

Vendor No.

Project	Subcontract Agreement No.	Project No.
2034-Parkside Place Apartments		

Description	Amount
Final Retainage	32,171.50

	Sales Tax (0.0%)	\$0.00
	Total	\$32,171.50
	Payments/Credits	\$0.00
	Balance Due	\$32,171.50

DATE:12/07/21 CK#:39132 TOTAL:\$32,171.50\*\* BANK:Craig Properties, LLC(1120)  
PAYEE:LIMOGES CONSTRUCTION

Property Address

Invoice - Date

Description

Craig Properties

12/07/2021

Amount

32,171.50

32,171.50



WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 1 of Generations on 1st Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

26 1st Ave SW, Watertown, SD 57201

Dated this 13<sup>th</sup> day of December, 2021

AMOUNT: \$ 32,171.50

Limoges Construction, Inc.  
Paid to: 25732 Cottonwood Ave.  
Sioux Falls, SD 57107

FULL \_\_\_\_\_  
PARTIAL X

By: Not Limoges  
Its: Not Limoges  
Address: 25732 Cottonwood Ave.

Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

Original  
mailed  
12-14-21



## C/O PROPOSAL # 2

Ph.605.543.5959  
Fax.605.543.5940  
25732 Cottonwood Ave.

TO: JESSE KIIHL  
PREVAIL LLC.

DATE: December 21, 2020  
FROM: Dan Block  
EMAIL: [danb@alliancecom.net](mailto:danb@alliancecom.net)

PROJECT: PARKVIEW MIXED USE

### PLAN REFERENCE:

This proposal is taken from prints dated 8/18/20 and a conversation with Jesse Kiihl. Any variation from these prints or this proposal may effect this proposed price.

DESCRIPTION	UNIT	TOTAL
DEDUCT stair well floors x 4"	749 SF	
TOTAL OF CHANGE ORDER # 2		-\$3,932.00

### Clarifications

As per our conversation with Jesse Kiihl

### I PRICE INCLUDED:

Labor, Concrete, Fine Grading for Flat Work + or - 1/10',  
Floor Poly, Rebar, Sales Tax on Materials

### II PRICE DOES NOT INCLUDE:

Engineering, Concrete or Soil Tests, Survey, Layout,  
Snow Removal, Heat, Heat Enclosures, Cold Weather Concrete Additives,  
Covering of Concrete Due to Cold Weather, Blankets or Blanket Labor,  
Excavation or Back Fill, Fill Sand, Placement of Fill Sand, Dewatering, Water Proofing,  
Drain Tile, Wall or Floor Insulation, Bolts, Joint Dowels or  
Assemblies, Floor Treatments or Sealants, Joint Sealants, Wall Rub Finishes or  
Coatings, Surcharge for Lack of Project Access, Disposal of Concrete Wash Out,  
Shoring for Steel Decks, Dirt Banks, etc. Any Exterior Concrete Work, Curb & Gutter,  
Excise Tax,

### III CONDITIONS of WORK:

All excavations must be in compliance with OHSA requirements.  
Limoges Construction will not accept any other conditions.

Inside of building MUST be clear of all piles of dirt, debris, building materials, etc., so accurate measurements can be made and correct installation can be achieved. There must also be a minimum of 8 feet of access between the edge of the excavation and any stored soil or material for our material handling and work space. Limoges Construction will not accept any other conditions.

For all slab on grade floor placements, the gravel-granular fill and sub base must be able to support the weight of a fully loaded concrete truck. This includes the trucks being able to maneuver on this material with multiple truck passes on this material for the floor placement. Limoges Construction will not accept any other conditions.

IV. **CONTRACTING:**

If this proposal is accepted, these inclusions and exclusions need to be added verbatim to the contract offered to LCI or attach this proposal as an addendum or exhibit to the contract.

No back charges will be excepted by LCI without prior written authorization and sign off by LCI

Prices are good for 30 days from date of proposal.



DAN BLOCK  
ESTIMATOR FOR LIMOGES CONSTRUCTION, INC.  
If you accept this proposal, please sign below and return

12/21/2020

DATE



JESSE KIHHL  
PREVAIL LLC.

12/21/2020

DATE



## C/O PROPOSAL # 1

Ph.605.543.5959  
Fax.605.543.5940  
25732 Cottonwood Ave.

TO: JESSE KIIHL  
PREVAIL LLC.

DATE: October 2, 2020  
FROM: Dan Block  
EMAIL: [danb@alliancecom.net](mailto:danb@alliancecom.net)

PROJECT: PARKVIEW MIXED USE

### PLAN REFERENCE:

This proposal is taken from prints dated 8/18/20 and a conversation with Jesse Kiihl. Any variation from these prints or this proposal may effect this proposed price.

DESCRIPTION	UNIT	TOTAL
change back wall from 4' to 5' tall	162 LF	
TOTAL OF CHANGE ORDER # 1		\$3,725.00

### Clarifications

As per our conversation with Jesse Kiihl there is to be No brick ledge installed on this foundation.

#### I. PRICE INCLUDED:

Labor, Concrete, Fine Grading for Flat Work + or - 1/10',  
Floor Poly, Rebar, Sales Tax on Materials

#### II. PRICE DOES NOT INCLUDE:

Engineering, Concrete or Soil Tests, Survey, Layout,  
Snow Removal, Heat, Heat Enclosures, Cold Weather Concrete Additives,  
Covering of Concrete Due to Cold Weather, Blankets or Blanket Labor,  
Excavation or Back Fill, Fill Sand, Placement of Fill Sand, Dewatering, Water Proofing,  
Drain Tile, Wall or Floor Insulation, Bolts, Joint Dowels or  
Assemblies, Floor Treatments or Sealants, Joint Sealants, Wall Rub Finishes or  
Coatings, Surcharge for Lack of Project Access, Disposal of Concrete Wash Out,  
Shoring for Steel Decks, Dirt Banks, etc. Any Exterior Concrete Work, Curb & Gutter,  
Excise Tax,

#### III. CONDITIONS of WORK:

All excavations must be in compliance with OHSA requirements.  
Limoges Construction will not accept any other conditions.



Inside of building MUST be clear of all piles of dirt, debris, building materials, etc., so accurate measurements can be made and correct installation can be achieved. There must also be a minimum of 8 feet of access between the edge of the excavation and any stored soil or material for our material handling and work space. Limoges Construction will not accept any other conditions.

For all slab on grade floor placements, the gravel-granular fill and sub base must be able to support the weight of a fully loaded concrete truck. This includes the trucks being able to maneuver on this material with multiple truck passes on this material for the floor placement. Limoges Construction will not accept any other conditions.

IV. **CONTRACTING:**

If this proposal is accepted, these inclusions and exclusions need to be added verbatim to the contract offered to LCI or attach this proposal as an addendum or exhibit to the contract.

No back charges will be excepted by LCI without prior written authorization and sign off by LCI

Prices are good for 30 days from date of proposal.



DAN BLOCK

ESTIMATOR FOR LIMOGES CONSTRUCTION, INC.

If you accept this proposal, please sign below and return

10/2/2020

DATE

JESSE KIIHL  
PREVAIL LLC.

DATE



Jesse Craig

Craig Darbyman

10-4-2020

Date

**Exhibit D**  
**Limoges Construction, Inc.**

**Lofts Project**  
**Construction Agreement, Proposal, and Change**  
**Orders,**  
**Invoices, Payment Applications, Lien Waivers,**  
**and Payment Records**

# AIA<sup>®</sup> Document A132<sup>™</sup> – 2009

## *Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition*

AGREEMENT made as of the Fifteenth day of October in the year Two Thousand Nineteen

*(In words, indicate day, month and year.)*

BETWEEN the Owner:

*(Name, legal status, address and other information)*

The Lofts LLC  
1405 1<sup>st</sup> Avenue North  
Fargo, ND 58102

and the Contractor:

*(Name, legal status, address and other information)*

Limoges Construction, Inc.  
25732 Cottonwood Avenue  
Sioux Falls, SD 57107

for the following Project:

*(Name, location and detailed description)*

Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota

Project No. 19030

The Construction Manager:

*(Name, legal status, address and other information)*

Heilman Homes, Inc.  
507 11<sup>th</sup> St SE  
Watertown, SD 57201

The Architect:

*(Name, legal status, address and other information)*

Mutchler Bartram Architects, PC  
505 North Broadway, Suite 201  
Fargo, ND 58102

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232<sup>™</sup>–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. ^AIA Document A232<sup>™</sup>–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

## EXHIBIT A DETERMINATION OF THE COST OF THE WORK

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Bid Package 3A Concrete

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than December 31, 2019 *(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Init.



Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

*(Check the appropriate box.)*

- ☒ [ X ] Stipulated Sum, in accordance with Section 4.2 below
- ☐ [ ] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- ☐ [ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

*(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)*

#### § 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Six Hundred Eighty-Nine Thousand Dollars (\$ 689,000.00 ), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Base Bid	\$ 689,000.00
Total Contract Amount	\$ 689,000.00

#### § 4.2.3 Unit prices, if any:

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

#### § 4.2.4 Allowances included in the Stipulated Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Allowance
------	-----------

#### § 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price – N/A

*(Paragraph deleted)*

Init.

(Table deleted)

(Paragraphs deleted)

**§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price – N/A**

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty ( 60 ) days after the Construction Manager receives the Application for Payment.  
(Federal, state or local laws may require payment within a certain period of time.)

**§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum**

**§ 5.1.4.1** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.4.2** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.4.3** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

**§ 5.1.4.4** The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent ( 95 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price – N/A

*(Paragraphs deleted)*

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price – N/A

*(Paragraphs deleted)*

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232–2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232–2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A232–2009.

Init.

[ X ] Litigation in a court of competent jurisdiction.

[ ] Other: (Specify)

## ARTICLE 7 TERMINATION OR SUSPENSION

## § 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

**§ 7.1.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

**§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price**

**§ 7.2.1** Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

**§ 7.2.2** The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232-2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

**§ 7.2.3** If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232-2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232-2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

**§ 7.2.4** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

**§ 7.2.5** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232-2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

none

§ 8.3 The Owner's representative:  
(Name, address and other information)



Jesse Craig  
The Lofts LLC  
1405 1<sup>st</sup> Avenue North  
Fargo, ND 58102

§ 8.4 The Contractor's representative:  
(Name, address and other information)

Dan Block  
Limoges Construction, Inc.  
25732 Cottonwood Avenue  
Sioux Falls, SD 57107  
Telephone: 605-543-5959  
Fax: 605-543-5940

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
0700	- General Conditions		1
0710	- Article 16. Supplementary Conditions		1 - 5

§ 9.1.4 The Specifications: dated July 19, 2019  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
DIVISION 0 - CONDITIONS OF THE CONTRACT			
0110	- Invitation for Bids		1
0200	- Information to Bidders		1 - 3
0300	- Proposal Form		1 - 2
0500	- Owner Contractor Agreement Form		1
DIVISION 1 - GENERAL REQUIREMENTS			
1030	- Alternates		1
1035	- Change Order Procedure		1 - 2
1040	- Project Coordination		1 - 2
1200	- Project Meetings		1 - 3

1300	- Submittals	1 - 4
1400	- Testing & Inspections	1 - 3
1500	- Temporary Facilities	1 - 5
1600	- Materials and Equipment	1 - 3
1631	- Substitutions	1
1710	- Cleaning	1 - 2
1720	- Project Record Documents	1
1730	- Operation and Maintenance Data	1 - 2
1850	- Project Construction Schedule	1

#### DIVISION 2 - SITE WORK

2010	- Subsurface Exploration	1
	- Geotechnical Exploration and Engineering Review	1 - 45
2300	- Earthwork	1 - 6
2501	- Subdrainage	1 - 2

#### DIVISION 3 - CONCRETE

3100	- Concrete Forming and Accessories	1 - 3
3200	- Concrete Reinforcing	1 - 2
3300	- Cast-in-Place Concrete	1 - 9
3400	- Precast Structural Concrete	1 - 5
3410	- Precast Concrete Hollow Core Planks	1 - 5

#### DIVISION 5 - METALS

5500	- Metal Fabrications	1 - 4
5510	- Metal Stairs	1 - 6

#### DIVISION 7 - THERMAL AND MOISTURE PROTECTION

7140	- Fluid-Applied Waterproofing	1 - 4
7225	- Foundation Insulation	1 - 3

#### DIVISION 14 - CONVEYING SYSTEMS

14240	- Passenger Elevators	1 - 8
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#### § 9.1.5 The Drawings: Dated July 19, 2019

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title
ACOVER	Title Sheet, Site Plan
A3.0	Basement Floor Plan
A3.1	First Floor Plan
A3.2	Second Floor Plan
A4.1	Exterior Elevations
A4.2	Exterior Elevations
A4.3	Building Sections
A4.4	Wall Sections
A4.5	Stair & Elevator Sections
S0.1	General Structural Notes
S1.1	Footing & Foundation Plan
S2.1	Main Floor Framing Plan
S2.2	Second Floor Framing Plan
S2.3	Third & Fourth Floor Framing Plan
S3.1	Footing & Foundation Details
S4.1	Footing & Foundation Details

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	July 26, 2019	1 - 4

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™-2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:  
N/A
- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:  
N/A
- .4 Other documents, if any, listed below:  
*(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232-2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*


ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232-2009.


*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232-2009.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
---------------------------	--

This Agreement is entered into as of the day and year first written above.

  
\_\_\_\_\_  
OWNER (Signature)

Jesse C.  
\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
CONTRACTOR (Signature)

Nate Limoges, President  
\_\_\_\_\_  
(Printed name and title)

Init.

11/22/2019 12:23 Remote ID Remote ID

2/2



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Holmes Murphy & Assoc-SF 5120 S. Solberg Ave Sioux Falls, SD 57109 <b>INSURED</b> Limoges Construction Inc. 25732 Cottonwood Ave Sioux Falls, SD 57107		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Allied Insurance <b>INSURER B:</b> First Dakota Indemnity <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b>
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**COVERAGES** **CERTIFICATE NUMBER:** 57834907 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CP7222419764	12/01/18	12/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CP7222419764	12/01/18	12/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CP7222419764	12/01/18	12/01/19	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC02000361952018	12/01/18	12/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Watertown Mixed Use 10 N. Broadway St Watertown, SD Project No: 19030  
 The Lofts, LLC, Mutchler Bartram Architects P.C., and Heilman Homes, Inc. are included as additional insureds on the General Liability, Auto Liability and Umbrella Liability when required by written contract, per policy terms and conditions.

## CERTIFICATE HOLDER

Heilman Homes, Inc

10th St. SE

Watertown, SD 57201

USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





## Prime Contractor's Exemption Certification

South Dakota Department of Revenue

445 E Capitol Ave, Pierre, SD 57501

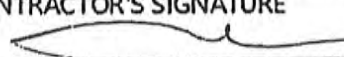
### Instructions:

\* An exemption certificate may not be used by an owner of a project or a government entity. Improper issuance of this certificate by anyone that is not a prime contractor will incur a penalty of 10% of the tax due.

\* A prime contractor may not issue a prime contractor's exemption certificate for a qualified utility (QU) project. On a QU project, the prime contractor and all subcontractors owe the 2% contractor's excise tax on their gross receipts.

\* An exemption certificate may not be given for the purchase of materials, equipment, product or sales taxable service. Prime contractors must pay sales tax to the service provider on sales taxable services. Examples of sales taxable services are: engineering, architecture, surveying, gravel crushing, snow removal, drapery installation, roto-rooting, locksmith, construction management, cleaning and calibration, and installation of flooring. The installation of tile, terrazzo, and marble are subject to contractor's excise tax.

RETENTION OF THIS CERTIFICATE RELIEVES THE SUBCONTRACTOR FROM LIABILITY FOR CONTRACTOR'S EXCISE TAX SPECIFICALLY FOR THE PROJECT LISTED BELOW.

<b>PRIME CONTRACTOR NAME</b> The Lofts, LLC		<b>EXCISE TAX LICENSE NUMBER</b> 1035-2448-ET	
<b>STREET ADDRESS</b> 1405 1st avenue north	<b>CITY</b> fargo	<b>STATE</b> North	<b>ZIP CODE</b> 58102
<b>CONTRACTOR EMAIL ADDRESS</b> jcraig@craigprop.com			
<b>SUBCONTRACTOR NAME</b> Limoges Construction, Inc		<b>EXCISE TAX LICENSE NUMBER</b>	
<b>STREET ADDRESS</b> 25732 Cottonwood Ave	<b>CITY</b> Sioux Falls	<b>STATE</b> SD	<b>ZIP CODE</b> 57107
<b>SUBCONTRACTOR EMAIL ADDRESS</b>			
<b>PROJECT DESCRIPTION</b> 39 plex multi family apartment			
<b>PROJECT LOCATION</b> 10 N Broadway, Watertown, SD			
<b>PRIME CONTRACTOR'S SIGNATURE</b> 		<b>DATE</b> 8-25-20	

505 North Broadway  
Suite 201  
Fargo, North Dakota 58102

(701) 235-5563 Telephone  
(701) 235-5435 Fax



Architecture

Interior Design

Construction Management

October 15, 2019

Limoges Construction, Inc.  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
ATTENTION: Dan Block

RE: Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota  
MBA Project No. 19030

On behalf of the Owner, The Lofts LLC, this is your Notice to Proceed on the above referenced project for Bid Packages **3A - Concrete**. Also, enclosed are four (4) copies of the Agreement Between Owner and Contractor. Please sign and return all four (4) copies to our office for further processing along with the following required documentation:

1. Certificate of Insurance as noted in Article 11 of the General & Supplementary Conditions. **The Owner, Architect and Construction Manager shall be named as additional insured.**
2. Certificate of Workmen's Compensation Insurance for the **State of South Dakota.**
3. List of major suppliers and manufacturers of products to be used on this project.
4. W-9 Form (copy attached for your use) ✓

**Site Conditions** - Please make every effort to keep the site and building area clean of debris and unnecessary construction materials.

**Project Weekly Meeting** – Weekly meetings will be held to coordinate the work as well as provide a time when we know all parties involved will be at the jobsite. Please have a representative from your company present at these meetings. Day & time yet to be determined.

**Application & Certificate for Payment and Release of Lien Forms**

- Pay applications must be submitted (in triplicate) on the attached form
- Release of Lien (copy attached ) to be submitted with each pay application
- We appreciate your attention to these details or pay applications will be rejected

**Construction Management** - It is the primary responsibility of the Construction Manager, Heilman Homes, to coordinate the work of all the contractors on the job so that the construction schedule will be maintained and the building work completed on time. They will also provide as much assistance as possible to aid in meeting the work schedule, by timely processing of shop drawings & early responses to questions. We ask for your cooperation in working with Heilman Homes and our office, as well as the other contractors on the job.

Please call if you have any questions. We look forward to working with you on this project.

Sincerely,

Greg Oakland  
Associate Architect  
Mutchler Bartram Architects, PC  
GO/sn  
Enclosure

MBA-ATH:Greg Oakland

505 North Broadway  
Suite 201  
Fargo, North Dakota 58102

(701) 235-5563 Telephone  
(701) 235-5435 Fax



Architecture

Interior Design

Construction Management

December 2, 2019

Limoges Construction, Inc.  
25732 Cottonwood Avenue  
Sioux Falls, SD 57107

RE: Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota

Project No. 19030

Enclosed is your signed copy of the Standard Form of Agreement Between Owner and Contractor for the above referenced project.

If you have any questions please feel free to call.

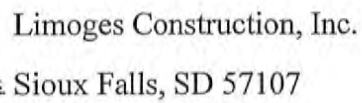
Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Oakland'.

Greg Oakland  
GO/srk

Enclosure  
cc: Heilman Homes





# Invoice

Date	Invoice #
10/25/2019	7516

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

Vendor No.

[illegible]



# APPLICATION FOR PAYMENT

**TO OWNER:** PROJECT: Watertown Mixed Use  
 The Lofts LLC  
 1405 1st Ave N  
 Fargo, ND 58102

**FROM CONTRACTOR:** ARCHITECT: Mutchler Bartram Architects, P.C.  
 Limoges Construction  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107  
 BID PACKAGE NO. 3A Concrete

**APPLICATION NUMBER:** 1

**PERIOD TO:** 10-31-19

**PROJECT NUMBER:** 19030

**CONTRACT DATE:** 10/15/19

**HEILMAN HOMES, INC**

**DISTRIBUTION:**  
 Contractor ☒  
 Architect ☒  
 File ☒

## CONTRACTOR'S APPLICATION FOR PAYMENT

Refer to continuation sheets attached for detailed breakdown.

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** [Signature] **DATE:** 10/25/19

State: SD County: Minnehaha

Subscribed & sworn to before me this 25th day of October

Notary Public Name: [Signature]

Commission Expiration Date: 1-8-21

1. ORIGINAL CONTRACT AMOUNT: 689,000.00

2. NET CHANGES TO CONTRACT: -

3. TOTAL CONTRACT AMOUNT: 689,000.00

4. TOTAL COMPLETED AND STORED TO DATE: 120,000.00

5. RETAINAGE:

a. 10.0 % of Completed Work 12,000.00

b. 10.0 % of Stored Material 0.00

Total Retainage: 12,000.00

6. TOTAL COMPLETED LESS RETAINAGE: 108,000.00

## ARCHITECT'S CERTIFICATE FOR PAYMENT:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

7. LESS PREVIOUS APPLICATIONS: -

8. CURRENT PAYMENT DUE: 108,000.00

9. BALANCE TO FINISH INCLUDING RETAINAGE: 581,000.00

AMOUNT CERTIFIED: 108,000.00

Provide explanation below or attached if amount certified does not match this application amount.  
 Initial all figures & markups to agree with certified amount.

**ARCHITECT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	-	-
Changes From This Application:	-	-
Total:	-	-
Net Changes:	-	-

# PAYMENT APPLICATION DETAIL

APPLICATION NO: 1  
FOR PERIOD ENDING: 10-31-19

FROM: Limoges Construction  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Watertown Mixed Use  
NO: 19030

WORK CATEGORY		COMPLETED WORK				BALANCE TO FINISH		RETAINAGE	
Item No.	Description	Scheduled Value	Prev. App. Value	This App. Value	Work In Place	Stored Mat.	Total Value	%	
A	B	C	D=Prev. (D+E)	E	F		G=D+E+F	L=G/C	H=C-G
► BASE CONTRACT SECTION									
	Concrete	689,000	-	120,000	-	-	120,000	17%	569,000
		-	-	-	-	-	-	0%	-
		-	-	-	-	-	-	0%	-
Total Base Contract Work:		689,000	-	120,000	-	-	120,000	17%	569,000
Total Extra Work		-	-	-	-	-	-	0%	-
GRAND TOTAL:		689,000	-	120,000	-	-	120,000	17%	569,000
									12,000

Created using Paymate for Excel. Download for free at: www.Paymate.com

DRAW# 1

WAIVER OF LIEN AND

RELEASE OF RIGHTS

TO: CRAIG DEVELOPMENT, LLC;  
AND TO ALL HOLDERS OF AN  
EQUITABLE INTEREST IN THE  
FOLLOWING DESCRIBED PROPERTY.

RE: PROPERTY ADDRESS: 10 North Broadway, Watertown, SD 57201  
LEGAL DESCRIPTION: LOT ONE OF CRAIG ADDITION  
IN THE COUNTY OF CODDINGTON AND THE STATE OF SOUTH DAKOTA

OWNER: THE LOFT5, LLC

In consideration for payment in the amount of \$ 108,000, by attached check number 35522  
dated 11/6/19, the receipt and sufficiency of which is hereby acknowledged, the undersigned  
hereby warrants, acknowledges, affirms and represents, as to the above described premises, THAT:

1. Payment delivered herewith is payment in full for all labor, skill, services, material, machinery, fixtures and apparatus furnished or performed by undersigned, or at the direction of the undersigned by others, to the date of the invoice, draw or demand paid herewith;
2. Any claim or right to claim a lien for labor, skill services, material, machinery, fixtures and apparatus furnished or performed for the improvement of the above described premises prior to the date of the invoice, draw or demand paid herewith, is waived and relinquished.
3. any individual or business hired, contracted, engaged or employed, in writing or verbally, by the undersigned to furnish or perform labor, skill, services, material, machinery, fixtures and apparatus for the improvement of the above described premises is paid in full as of the date of the invoice, draw or demand paid herewith;
4. Documented and verifiable evidence of all payments made pursuant to statement 3 above are in my/our possession and will be provided upon request to Plains Commerce Bank and/or any party with an equitable interest in the above described premises;
5. The individual signing this Wavier of Lien and Release of Rights has the authority to do so and Plains Commerce Bank and/or any other party with an equitable interest in the above described premises is entitled rely upon the truth and validity the statements herein made.

DATED:

Enter signer's capacity or title  
(e.g. President/Partner/Sole Proprietor)

ITS:

Robert King  
President

SIGN & RETURN TO:  
Craig Development, LLC  
PO Box 426  
Fargo, ND 58107

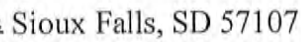
RRSB-Limoges SD Subpoena 0374

original  
mailed 11-25-19



DATE: 11/06/19	CK#: 35522	TOTAL: \$108,000.00*	BANK: 1120 - Craig Properties, LLC
PAYEE: LIMOGES CONSTRUCTION (Limoges)			
Property Account	Invoice	Description	Amount
0824	6200		108,000.00
			108,000.00





# Invoice

Date	Invoice #
11/25/2019	7540

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030

Description	Amount
Progress Billing	140,000.00
Winter Charges	11,120.00
less 10%	-15,112.00

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$136,008.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$136,008.00

# APPLICATION FOR PAYMENT

**TO OWNER:** PROJECT: Watertown Mixed Use  
 The Lofts LLC  
 1405 1st Ave N  
 Fargo, ND 58102

**FROM CONTRACTOR:** ARCHITECT: Limoges Construction  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107  
 BID PACKAGE NO. 3A Concrete

**ARCHITECT:** Mutchler Bartram Architects, P.C.  
 VIA CONSTRUCTION MANAGER:

**APPLICATION NUMBER:** 2  
**PERIOD TO:** 11/30/2019  
**PROJECT NUMBER:** 19030  
**CONTRACT DATE:** 10/15/19  
**HEILMAN HOMES, INC**

**DISTRIBUTION:**  
 Contractor  
 Architect  
 File

## CONTRACTOR'S APPLICATION FOR PAYMENT

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT: 689,000.00  
 2. NET CHANGES TO CONTRACT: 11,120.00  
 3. TOTAL CONTRACT AMOUNT: 700,120.00  
 4. TOTAL COMPLETED AND STORED TO DATE: 271,120.00  
 5. RETAINAGE:  
 a. 10.0 % of Completed Work 27,112.00  
 b. 10.0 % of Stored Material 0.00  
 Total Retainage: 27,112.00  
 6. TOTAL COMPLETED LESS RETAINAGE: 244,008.00  
 7. LESS PREVIOUS APPLICATIONS: 108,000.00  
 8. CURRENT PAYMENT DUE: 136,008.00  
 9. BALANCE TO FINISH INCLUDING RETAINAGE: 456,112.00

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	-	-
Changes From This Application:	11,120.00	-
Total:	11,120.00	-
Net Changes:	11,120.00	

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jim Sabe DATE: 11/25/19  
 State: SD County: Minnehaha  
 Subscribed & sworn to before me  
 this 25th day of November  
 Notary Public Name: Pat Dr  
 Commission Expiration Date: 1-8-21

## ARCHITECT'S CERTIFICATE FOR PAYMENT:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

## AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount.  
 Initial all figures & markups to agree with certified amount.

ARCHITECT: \_\_\_\_\_ DATE: \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

# PAYMENT APPLICATION DETAIL

APPLICATION NO: 2  
FOR PERIOD ENDING: 11/30/2019

FROM: Limoges Construction  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Watertown Mixed Use  
NO: 19030

WORK CATEGORY		Description	Scheduled Value	Prev. App. Value	COMPLETED WORK			BALANCE TO FINISH	RETAINAGE
					Work In Place	This App.	Total		
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	H=C-G	I
► BASE CONTRACT SECTION									
	Concrete	689,000	120,000	140,000	-	260,000	38%	429,000	26,000
		-	-	-	-	-	0%	-	-
		-	-	-	-	-	0%	-	-
► EXTRA WORK SECTION 1									
	Winter Charges- 10-25 to 11-23- See attached	11,120	-	11,120	-	11,120	100%	-	1,112
Total Base Contract Work:		689,000	120,000	140,000	-	260,000	38%	429,000	26,000
Total Extra Work		11,120	-	11,120	-	11,120	100%	-	1,112
GRAND TOTAL:		700,120	120,000	151,120	-	271,120	39%	429,000	27,112

Created using Paymex for Excel. Download for free at: www.Paymex.com



## Winter Concrete Charges

**Job Name:** Watertown Mixed Use

**Date Range:** 10/25/2019 to 11/23/2019

	Previous Billings	Current Billing
Cold Weather Additives	\$0.00	\$4,807.50
Blanket Rent	\$0.00	\$2,280.00
Blanket Labor	\$0.00	\$4,032.00
Snow Removal Labor	\$0.00	\$0.00
Ground Heater Rental	\$0.00	\$0.00
Ground Heater Fuel	\$0.00	\$0.00
Price Adjust	\$0.00	\$0.50
<b>TOTAL-</b>	\$0.00	<b>\$11,120.00</b>



## Cold Weather Additives

[illegible]

## Blanket Rental

Days on Site	# of Blankets	Price per Blanket/Day	Total	Dates
			\$0.00	
19	80	\$1.50	\$2,280.00	11-5 to 11-23
		\$1.50	\$0.00	
		\$1.50	\$0.00	
		\$1.50	\$0.00	
		\$1.50	\$0.00	
			\$0.00	
TOTALS			\$2,280.00	

## Blanket Labor

Date	# of workers	Total Manhours	Labor Rate	Total
				\$0.00
11/4/2019	2	4	\$42.00	\$168.00
11/5/2019	2	4	\$42.00	\$168.00
11/6/2019	7	15	\$42.00	\$630.00
11/7/2019	7	23	\$42.00	\$966.00
11/19/2019	7	31	\$42.00	\$1,302.00
11/20/2019	7	12	\$42.00	\$504.00
11/22/2019	7	7	\$42.00	\$294.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
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			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$40.00	\$0.00
				\$0.00
		96		\$4,032.00

WAIVER OF LIEN

SD19269171

TO WHOM IT MAY CONCERN AND TO Dacotah Bank and First Dakota Title - Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lot 1 of Craig Addition to the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

1 tbd, Watertown, SD 57201

Dated this 17<sup>th</sup> day of December, 2019

AMOUNT: \$136008.00

Limoges Construction Inc

FULL \_\_\_\_\_

PARTIAL X

*Not Limog*  
By: Nate Limoges  
Its: President  
Address: 25732 Cottonwood Ln.  
Sioux Falls, SD 57106  
Phone Number: (605) 543-5759

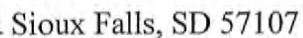
PLEASE SIGN AND RETURN TO:

First Dakota Title - Watertown  
168 North Broadway  
Watertown, SD 57201  
Fax Number -- (605)886-1041

*Original  
mailed  
12-17-19*



**FIRST DAKOTA TITLE - WATERTOWN • GREAT WESTERN BANK • ESCROW ACCOUNT • 168 NORTH BROADWAY • WATERTOWN, SD 57201**  
**DATE:** 12/11/2019  
**BUYER:** The Lofts, LLC  
**PROPERTY ADDRESS:** 1 tbd, Watertown, SD 57201  
**PAYEE:** Limoges Construction, Inc.  
**FILE:** SD19269171  
**CHECK AMOUNT:** \$136,008.00  
**SETTLEMENT DATE:**  
**16950**  
**16950**  
12/11/2019: Disbursement to Limoges Construction, Inc.: 7540 \$136,008.00



# Invoice

Date	Invoice #
12/23/2019	7554

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

Vendor No.

[illegible]

# APPLICATION FOR PAYMENT

**TO OWNER:** The Lofts LLC  
1405 1st Ave N  
Fargo, ND 58102

**PROJECT:** Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota

**APPLICATION NUMBER:** 3

**PERIOD TO:** 12/31/2019

**DISTRIBUTION:**  
Contractor ☒  
Architect ☒  
File ☒

**FROM CONTRACTOR:** Limoges Construction  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
BID PACKAGE NO. 3A Concrete

**ARCHITECT:** Mutchler Bartram Architects, P.C.  
VIA CONSTRUCTION MANAGER:

**PROJECT NUMBER:** 19030

**CONTRACT DATE:** 10/15/19

**HEILMAN HOMES, INC**

## CONTRACTOR'S APPLICATION FOR PAYMENT

Refer to continuation sheets attached for detailed breakdown.

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Jim Gates **DATE:** 12/23/19

**State:** SD **County:** Minnegaha

**Subscribed & sworn to before me**  
this 23rd day of December

**Notary Public Name:** Brad

**Commission Expiration Date:** 1-8-21

1. ORIGINAL CONTRACT AMOUNT: 689,000.00
2. NET CHANGES TO CONTRACT: 18,760.00
3. TOTAL CONTRACT AMOUNT: 707,760.00
4. TOTAL COMPLETED AND STORED TO DATE: 353,760.00
5. RETAINAGE:
  - a. 10.0 % of Completed Work 35,376.00
  - b. 10.0 % of Stored Material 0.00
  - Total Retainage: 35,376.00
6. TOTAL COMPLETED LESS RETAINAGE: 318,384.00
7. LESS PREVIOUS APPLICATIONS: 244,008.00
8. CURRENT PAYMENT DUE: 74,376.00
9. BALANCE TO FINISH INCLUDING RETAINAGE: 389,376.00

## ARCHITECT'S CERTIFICATE FOR PAYMENT:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

## AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

## ARCHITECT:

**DATE:**

The Amount Certified is payable to the contractor listed above.

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	11,120.00	-
Changes From This Application:	7,640.00	-
Total:	18,760.00	-
Net Changes:	18,760.00	



# PAYMENT APPLICATION DETAIL

APPLICATION NO: 3  
FOR PERIOD ENDING: 12/31/2019

FROM: Limoges Construction  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Watertown Mixed Use  
NO: 19030

WORK CATEGORY		COMPLETED WORK					BALANCE TO FINISH		RETAINAGE	
Item No.	Description	Scheduled Value	Prev. App. Value	Work In Place	This App. Stored Mat.	Total Value	%	L=G+C	H=C-G	Value (10.0%)
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F				I
► BASE CONTRACT SECTION										
	Concrete	689,000	260,000	75,000	-	335,000	49%		354,000	33,500
		-	-	-	-	-	0%		-	-
		-	-	-	-	-	0%		-	-
► EXTRA WORK SECTION 1										
	Winter Charges- 10-25 to 11-23- See attached	11,120	11,120	-	-	11,120	100%		-	1,112
	Winter Charges- 11-24 to 12-14- See attached	7,640	-	7,640	-	7,640	100%		-	764
Total Base Contract Work:		689,000	260,000	75,000	-	335,000	49%		354,000	33,500
Total Extra Work		18,760	11,120	7,640	-	18,760	100%		-	1,876
GRAND TOTAL:		707,760	271,120	82,640	-	353,760	50%		354,000	35,376

Created using Paymnet for Excel. Visit [www.Paymnet.com](http://www.Paymnet.com) for more information.



## Winter Concrete Charges

**Job Name:** Watertown Mixed Use

**Date Range:** 11/24/2019 to 12/14/2019

	Previous Billings	Current Billing
Cold Weather Additives	\$4,807.50	\$3,120.00
Blanket Rent	\$2,280.00	\$2,640.00
Blanket Labor	\$4,032.00	\$1,879.50
Snow Removal Labor	\$0.00	\$0.00
Ground Heater Rental	\$0.00	\$0.00
Ground Heater Fuel	\$0.00	\$0.00
Price Adjust	\$0.50	\$0.50
<b>TOTAL-</b>	\$11,120.00	<b>\$7,640.00</b>

## Cold Weather Additives

Date	Yards Poured	Per Yard					Total w/tax
							\$0.00
12/3/2019	70	\$30.00					\$2,100.00
12/6/2019	34	\$30.00					\$1,020.00
		\$30.00					\$0.00
		\$30.00					\$0.00
		\$30.00					\$0.00
		\$30.00					\$0.00
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							\$0.00
							\$0.00
TOTALS	104						\$3,120.00

## Blanket Rental

Days on Site	# of Blankets	Price per Blanket/Day	Total	Dates
			\$0.00	
		\$1.50	\$0.00	
22	80	\$1.50	\$2,640.00	11-24 to 12-14
		\$1.50	\$0.00	
		\$1.50	\$0.00	
		\$1.50	\$0.00	
			\$0.00	
TOTALS			\$2,640.00	

# Blanket Labor

Date	# of workers	Total Manhours	Labor Rate	Total
			\$0.00	
11/25/2019	7	7	\$42.00	\$294.00
12/3/2019	8	12	\$42.00	\$504.00
12/4/2019	11	13.75	\$42.00	\$577.50
12/6/2019	9	8.5	\$42.00	\$357.00
12/12/2019	7	3.5	\$42.00	\$147.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
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			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$40.00	\$0.00
				\$0.00
<b>44.75</b>				<b>\$1,879.50</b>



~~WAIVER OF LIEN~~

SD19269171

TO WHOM IT MAY CONCERN AND TO Dacotah Bank and First Dakota Title - Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lot 1 of Craig Addition to the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

1 tbd, Watertown, SD 57201

Dated this 9<sup>th</sup> day of January, 2020

AMOUNT: \$74376.00

Limoges Construction, Inc

FULL

PARTIAL

X

By:

Its:

Address:

Phone Number:

Nate Limoges

President

25732 Cottonwood Ave

Sigax Falls, SD 57157

(605) 543-5959

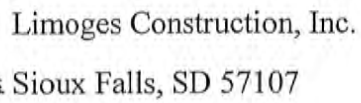
PLEASE SIGN AND RETURN TO:

First Dakota Title - Watertown  
168 North Broadway  
Watertown, SD 57201  
Fax Number -- (605)886-1041

RRSB-Limoges SD Subpoena 0392

original  
mailed 1-15-20

**FIRST DAKOTA TITLE - WATERTOWN • GREAT WESTERN BANK • ESCROW ACCOUNT • 168 NORTH BROADWAY • WATERTOWN, SD 57201**  
**DATE: 1/6/2020**  
**BUYER: The Lofts, LLC**  
**PROPERTY ADDRESS: 1 tbd, Watertown, SD 57201**  
**PAYEE: Limoges Construction, Inc.**  
**FILE: SD19269171**  
**CHECK AMOUNT: \$74,376.00**  
**SETTLEMENT DATE:**  
**17562**  
**17562**  
**\$74,376.00**



# Invoice

Date	Invoice #
1/24/2020	7576

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

emailed

Vendor No.

Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030

Description	Amount
Progress Billing	30,000.00
winter charges	4,875.00
Retainage	-3,487.50

	Sales Tax (0.0%)	\$0.00
	Total	\$31,387.50
	Payments/Credits	\$0.00
	Balance Due	\$31,387.50

# APPLICATION FOR PAYMENT

**TO OWNER:** PROJECT: Watertown Mixed Use  
 The Lofts LLC  
 1405 1st Ave N  
 Fargo, ND 58102  
 APPLICATION NUMBER: 4  
 PERIOD TO: 1/31/2020  
 PROJECT NUMBER: 19030  
 DISTRIBUTION:  
 Contractor ☒  
 Architect ☒  
 File ☒

**FROM CONTRACTOR:** ARCHITECT:  
 Limoges Construction Mutchler Bartram Architects, P.C.  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107  
 BID PACKAGE NO. 3A Concrete  
 VIA CONSTRUCTION MANAGER:  
 HEILMAN HOMES, INC

## CONTRACTOR'S APPLICATION FOR PAYMENT

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT: 689,000.00
2. NET CHANGES TO CONTRACT: 23,635.00
3. TOTAL CONTRACT AMOUNT: 712,635.00
4. TOTAL COMPLETED AND STORED TO DATE: 388,635.00
5. RETAINAGE:
  - a. 10.0 % of Completed Work 38,863.50
  - b. 10.0 % of Stored Material 0.00
 Total Retainage: 38,863.50
6. TOTAL COMPLETED LESS RETAINAGE: 349,771.50
7. LESS PREVIOUS APPLICATIONS: 318,384.00
8. CURRENT PAYMENT DUE: 31,387.50
9. BALANCE TO FINISH INCLUDING RETAINAGE: 362,863.50

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	18,760.00	-
Changes From This Application:	4,875.00	-
Total:	23,635.00	-
Net Changes:	23,635.00	

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jim Sorensen DATE: 1/24/2020  
 State: SD County: Minnehaha  
 Subscribed & sworn to before me  
 this 24th day of January  
 Notary Public Name: [Signature]  
 Commission Expiration Date: 1-8-21

## ARCHITECT'S CERTIFICATE FOR PAYMENT:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

## AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount.  
 Initial all figures & markups to agree with certified amount.

## ARCHITECT:

DATE: \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.



# PAYMENT APPLICATION DETAIL

APPLICATION NO: 4  
FOR PERIOD ENDING: 1/31/2020

PROJECT: Watertown Mixed Use  
NO: 19030

FROM: Limoges Construction  
WORK: 3300 - Cast-in-Place Concrete

WORK CATEGORY			COMPLETED WORK					BALANCE TO FINISH		RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value	This App.		Total		Value	%	Value (10.0%)
				Work In Place	Stored Mat.	Value	%			
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	H=C-G	I	
Created using Paymee for Excel. Visit www.Paymee.com for more information.										
▶ BASE CONTRACT SECTION										
	Concrete	689,000	335,000	30,000	-	365,000	53%	324,000	36,500	
		-	-	-	-	-	0%	-	-	
		-	-	-	-	-	0%	-	-	
▶ EXTRA WORK SECTION 1										
	Winter Charges- 10-25 to 11-23- See attached	11,120	11,120	-	-	11,120	100%	-	1,112	
	Winter Charges- 11-24 to 12-14- See attached	7,640	7,640	-	-	7,640	100%	-	764	
	Winter Charges- 12-15 to 1-15- See attached	4,875	-	4,875	-	4,875	100%	-	488	
Total Base Contract Work:		689,000	335,000	30,000	-	365,000	53%	324,000	36,500	
Total Extra Work		23,635	18,760	4,875	-	23,635	100%	-	2,364	
GRAND TOTAL:		712,635	353,760	34,875	-	388,635	55%	324,000	38,864	

Created using Paymsee for Excel. Visit [www.Paymsee.com](http://www.Paymsee.com) for more information.

## Winter Concrete Charges

**Job Name:** Watertown Mixed Use

**Date Range:** 12/15/2019 to 1/15/2020

	Previous Billings	Current Billing	
Cold Weather Additives	\$7,927.50	\$2,895.00	
Blanket Rent	\$4,920.00	\$1,896.00	<---With this, you own the blankets on site
Blanket Labor	\$5,911.50	\$84.00	
Snow Removal Labor	\$0.00	\$0.00	
Ground Heater Rental	\$0.00	\$0.00	
Ground Heater Fuel	\$0.00	\$0.00	
Price Adjust	\$1.00		
<b>TOTAL-</b>	\$18,760.00	<b>\$4,875.00</b>	

## Cold Weather Additives

[illegible]

# Blanket Labor

Date	# of workers	Total Manhours	Labor Rate	Total
				\$0.00
1/2/2020	4	2	\$42.00	\$84.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
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			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$40.00	\$0.00
				\$0.00
		2		\$84.00



WAIVER OF LIEN

SD19269171

TO WHOM IT MAY CONCERN AND TO Dacotah Bank and First Dakota Title - Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

**Lot 1 of Craig Addition to the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.**

**1 tbd, Watertown, SD 57201**

Dated this 6<sup>th</sup> day of February, 2020.

AMOUNT: \$31,387.50

Limoges Construction Inc

FULL \_\_\_\_\_  
PARTIAL X

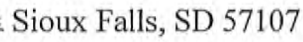
Nate Limoges  
By: Nate Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Sixtyfives SD 57107  
Phone Number: (605) 543-5959

**PLEASE SIGN AND RETURN TO:**

**First Dakota Title - Watertown  
168 North Broadway  
Watertown, SD 57201  
Fax Number -- (605)886-1041**

*Faxed  
7-11-2020*

**FIRST DAKOTA TITLE - WATERTOWN • GREAT WESTERN BANK • ESCROW ACCOUNT • 168 NORTH BROADWAY • WATERTOWN, SD 57201**  
**18199**  
**DATE: 2/4/2020**  
**BUYER: The Lofts, LLC**  
**PROPERTY ADDRESS: 1 tbd, Watertown, SD 57201**  
**PAYEE: Limoges Construction, Inc.**  
**2/4/2020: Disbursement to Limoges Construction, Inc.**  
**FILE: SD19269171**  
**CHECK AMOUNT: \$31,387.50**  
**SETTLEMENT DATE:**  
**\$31,387.50**



# Invoice

Date	Invoice #
3/25/2020	7604

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030

Description	Amount
Progress Billing	100,000.00
Winter Charges	2,730.00
Less 10%	-10,273.00

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$92,457.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$92,457.00

# APPLICATION FOR PAYMENT

**TO OWNER:** PROJECT: Watertown Mixed Use  
 The Loftis LLC 10 North Broadway Street  
 1405 1st Ave N Watertown, South Dakota  
 Fargo, ND 58102

APPLICATION NUMBER: 5

PERIOD TO: 3/31/2020

**DISTRIBUTION:**  
 Contractor ☒  
 Architect ☒  
 File ☒

PROJECT NUMBER: 19030

**FROM CONTRACTOR:** ARCHITECT:  
 Limoges Construction Mutchler Bartram Architects, P.C.  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107  
 BID PACKAGE NO. 3A Concrete  
 VIA CONSTRUCTION MANAGER:

CONTRACT DATE: 10/15/19

HEILMAN HOMES, INC

## CONTRACTOR'S APPLICATION FOR PAYMENT

## CONTRACTOR'S CERTIFICATION:

Refer to continuation sheets attached for detailed breakdown.

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jim Gava DATE: 3/25/2020

State: SD County: Minnehaha

Subscribed & sworn to before me

this 25<sup>th</sup> day of March

Notary Public Name: B. J. J.

Commission Expiration Date: 1-8-21

## ARCHITECT'S CERTIFICATE FOR PAYMENT:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

## AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount.  
 Initial all figures & markups to agree with certified amount.

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

1. ORIGINAL CONTRACT AMOUNT: 689,000.00
2. NET CHANGES TO CONTRACT: 26,365.00
3. TOTAL CONTRACT AMOUNT: 715,365.00
4. TOTAL COMPLETED AND STORED TO DATE: 491,365.00
5. RETAINAGE:
  - a. 10.0 % of Completed Work 49,136.50
  - b. 10.0 % of Stored Material 0.00
 Total Retainage: 49,136.50
6. TOTAL COMPLETED LESS RETAINAGE: 442,228.50
7. LESS PREVIOUS APPLICATIONS: 349,771.50
8. CURRENT PAYMENT DUE: 92,457.00
9. BALANCE TO FINISH INCLUDING RETAINAGE: 273,136.50

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	23,635.00	-
Changes From This Application:	2,730.00	-
Total:	26,365.00	-
Net Changes:	26,365.00	



# PAYMENT APPLICATION DETAIL

APPLICATION NO: 5  
FOR PERIOD ENDING: 3/31/2020

FROM: Limoges Construction  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Watertown Mixed Use  
NO: 19030

WORK CATEGORY		COMPLETED WORK					BALANCE TO FINISH		RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value	This App. Value	Work In Place	Stored Mat.	Total Value	%	Value (10.0%)
A	B	C	D=Prev. (D+E)	F	E	F	G=D+E+F	L=G/C	H=C-G
Created using Paymes for Excel. Visit www.Paymes.com for more information									
▶ BASE CONTRACT SECTION									
	Concrete	689,000	365,000	-	100,000	-	465,000	67%	224,000
		-	-	-	-	-	-	0%	-
		-	-	-	-	-	-	0%	-
▶ EXTRA WORK SECTION 1									
	Winter Charges- 10-25 to 11-23- See attached	11,120	11,120	-	-	-	11,120	100%	-
	Winter Charges- 11-24 to 12-14- See attached	7,640	7,640	-	-	-	7,640	100%	-
	Winter Charges- 12-15 to 1-15- See attached	4,875	4,875	-	-	-	4,875	100%	-
	Winter Charges- 1-16 to 3-20- See attached	2,730	-	-	2,730	-	2,730	100%	-
Total Base Contract Work:		689,000	365,000	-	100,000	-	465,000	67%	224,000
Total Extra Work		26,365	23,635	-	2,730	-	26,365	100%	-
GRAND TOTAL:		715,365	388,635	-	102,730	-	491,365	69%	224,000
									46,500
									2,637
									49,137

Created using Paymes for Excel. Download for free at: www.Paymes.com

## Winter Concrete Charges

**Job Name:** Watertown Mixed Use

**Date Range:** 1/16/2020 to 3/20/2020

	Previous Billings	Current Billing
Cold Weather Additives	\$10,882.50	\$2,730.00
Blanket Rent	\$6,816.00	\$0.00
Blanket Labor	\$5,995.50	\$0.00
Snow Removal Labor	\$0.00	\$0.00
Ground Heater Rental	\$0.00	\$0.00
Ground Heater Fuel	\$0.00	\$0.00
Price Adjust	\$1.00	
<b>TOTAL-</b>	\$23,695.00	<b>\$2,730.00</b>

<---With this, you own the blankets on site

## Cold Weather Additives

[illegible]

WAIVER OF LIEN

SD19269171

TO WHOM IT MAY CONCERN AND TO Dacotah Bank and First Dakota Title - Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lot 1 of Craig Addition to the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

1 tbd, Watertown, SD 57201

Dated this 13<sup>th</sup> day of April 2020.

AMOUNT: \$92457.00

Limoges Construction Inc

FULL

PARTIAL

X

Not Limog  
By: Mate Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

First Dakota Title - Watertown  
168 North Broadway  
Watertown, SD 57201  
Fax Number -- (605)886-1041

Original  
mailed  
4-21-2020



19854

19854

FIRST DAKOTA TITLE - WATERTOWN ° GREAT WESTERN BANK • ESCROW ACCOUNT • 168 NORTH BROADWAY • WATERTOWN, SD 57201

DATE: 4/9/2020

FILE: SD19269171

CHECK AMOUNT: \$92,457.00

BUYER: The Lofts, LLC

SETTLEMENT DATE:

PROPERTY ADDRESS: 1 tbd, Watertown, SD 57201

PAYEE: Limoges Construction, Inc.

4/9/2020: Disbursement to Limoges Construction, Inc.

\$92,457.00

Sioux Falls, SD 57107

# Invoice

Date	Invoice #
4/24/2020	7618

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030

[illegible]

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$2,362.50
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$2,362.50

# APPLICATION FOR PAYMENT

## TO OWNER:

The Lofts LLC  
1405 1st Ave N  
Fargo, ND 58102

## PROJECT:

Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota

## APPLICATION NUMBER: 6

PERIOD TO: 4/30/2020

PROJECT NUMBER: 19030

## FROM CONTRACTOR:

Limoges Construction  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
BID PACKAGE NO. 3A Concrete

## ARCHITECT:

Mutchler Bartram Architects, P.C.  
VIA CONSTRUCTION MANAGER:

HEILMAN HOMES, INC

CONTRACT DATE: 10/15/19

Created with Paymee. www.Paymee.com

## CONTRACTOR'S APPLICATION FOR PAYMENT

Refer to continuation sheets attached for detailed breakdown.

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

## CONTRACTOR:

Jim Spitzer DATE: 4/24/2020

## State:

SD County: Minnehaha

## Subscribed & sworn to before me

this 24th day of April

## Notary Public Name:

[Signature]

## Commission Expiration Date:

1-8-21

## ARCHITECT'S CERTIFICATE FOR PAYMENT:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

## AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

## ARCHITECT:

## DATE:

The Amount Certified is payable to the contractor listed above.

Created using Paymee for Excel. Free download at: www.Paymee.com

1. ORIGINAL CONTRACT AMOUNT:	689,000.00
2. NET CHANGES TO CONTRACT:	28,990.00
3. TOTAL CONTRACT AMOUNT:	717,990.00
4. TOTAL COMPLETED AND STORED TO DATE:	493,990.00
5. RETAINAGE:	
a. 10.0 % of Completed Work	49,399.00
b. 10.0 % of Stored Material	0.00
Total Retainage:	49,399.00
6. TOTAL COMPLETED LESS RETAINAGE:	444,591.00
7. LESS PREVIOUS APPLICATIONS:	442,228.50
8. CURRENT PAYMENT DUE:	2,362.50
9. BALANCE TO FINISH INCLUDING RETAINAGE:	273,399.00

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	26,365.00	-
Changes From This Application:	2,625.00	-
Total:	28,990.00	-
Net Changes:	28,990.00	

## PAYMENT APPLICATION DETAIL

APPLICATION NO: 6  
FOR PERIOD ENDING: 4/30/2020FROM: Limoges Construction  
WORK: 3300 - Cast-in-Place ConcretePROJECT: Watertown Mixed Use  
NO: 19030

WORK CATEGORY		COMPLETED WORK					BALANCE TO FINISH		RETAINAGE	
Item No.	Description	Scheduled Value	Prev. App. Value	Work In Place	This App. Stored Mat.	Total Value	%	L=G/C	H=C-G	Value (10.0%)
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F				I
<b>► BASE CONTRACT SECTION</b>										
	Concrete	689,000	465,000	-	-	465,000	67%		224,000	46,500
		-	-	-	-	-	0%		-	-
		-	-	-	-	-	0%		-	-
<b>► EXTRA WORK SECTION 1</b>										
	Winter Charges- 10-25 to 11-23- See attached	11,120	11,120	-	-	11,120	100%		-	1,112
	Winter Charges- 11-24 to 12-14- See attached	7,640	7,640	-	-	7,640	100%		-	764
	Winter Charges- 12-15 to 1-15- See attached	4,875	4,875	-	-	4,875	100%		-	488
	Winter Charges- 1-16 to 3-20- See attached	2,730	2,730	-	-	2,730	100%		-	273
	Winter Charges- 3-21 to 4-25- See attached	2,625	-	2,625	-	2,625	100%		-	263
Total Base Contract Work:		689,000	465,000	-	-	465,000	67%		224,000	46,500
Total Extra Work:		28,990	26,365	2,625	-	28,990	100%		-	2,899
GRAND TOTAL:		717,990	491,365	2,625	-	493,990	69%		224,000	49,399

Created using Paymee for Excel. Download for free at: www.paymee.com



## Winter Concrete Charges

**Job Name:** Watertown Mixed Use

**Date Range:** 3/21/2020 to 4/25/2020

	Previous Billings	Current Billing
Cold Weather Additives	\$13,610.50	\$2,625.00
Blanket Rent	\$6,816.00	\$0.00
Blanket Labor	\$5,995.50	\$0.00
Snow Removal Labor	\$0.00	\$0.00
Ground Heater Rental	\$0.00	\$0.00
Ground Heater Fuel	\$0.00	\$0.00
Price Adjust	\$1.00	
<b>TOTAL-</b>	\$26,423.00	<b>\$2,625.00</b>

<---With this, you own the blankets on site

## Cold Weather Additives

Date	Yards Poured	Per Yard					Total w/tax
							\$0.00
3/31/2020	80	\$30.00					\$2,400.00
4/1/2020	7.5	\$30.00					\$225.00
		\$30.00					\$0.00
		\$30.00					\$0.00
		\$30.00					\$0.00
		\$30.00					\$0.00
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		\$30.00					\$0.00
		\$30.00					\$0.00
		\$30.00					\$0.00
		\$30.00					\$0.00
TOTALS	87.5						\$2,625.00

WAIVER OF LIEN

SD19269171

TO WHOM IT MAY CONCERN AND TO Dacotah Bank and First Dakota Title - Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lot 1 of Craig Addition to the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

1 tbd, Watertown, SD 57201

Dated this 12<sup>th</sup> day of May 2022.

AMOUNT: \$2362.50

Limoges Construction Inc

FULL \_\_\_\_\_

PARTIAL X

By: Nate Limoges  
Its: President  
Address: 25732 Cottonwood Ave.  
Sioux Falls, SD 57107  
Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

First Dakota Title - Watertown  
168 North Broadway  
Watertown, SD 57201  
Fax Number -- (605)886-1041

RRSB-Limoges SD Subpoena 045-12-2020

Original  
mailed  
5-12-2020

FIRST DAKOTA TITLE - WATERTOWN • GREAT WESTERN BANK • ESCROW ACCOUNT • 168 NORTH BROADWAY • WATERTOWN, SD 57201

21330  
21330

DATE: 5/7/2020

FILE: SD19269171

CHECK AMOUNT: \$2,362.50  
SETTLEMENT DATE:

BUYER: The Lofts, LLC

PROPERTY ADDRESS: 1 tbd, Watertown, SD 57201

PAYEE: Limoges Construction, Inc.

5/7/2020: Disbursement to Limoges Construction, Inc.

\$2,362.50



Sioux Falls, SD 57107

# Invoice

Date	Invoice #
5/26/2020	7633

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030

Description	Amount
Progress Billing	27,000.00
10% Retainage	-2,700.00

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$24,300.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$24,300.00

# APPLICATION FOR PAYMENT

**TO OWNER:** The Lofts LLC  
1405 1st Ave N  
Fargo, ND 58102

**PROJECT:** Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota

**APPLICATION NUMBER:** 7

**PERIOD TO:** 5/31/2020

**DISTRIBUTION:** Contractor ☒ Architect ☒ File ☒

**FROM CONTRACTOR:** Limoges Construction  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
BID PACKAGE NO. 3A Concrete

**ARCHITECT:** Mutchler Bartram Architects, P.C.  
VIA CONSTRUCTION MANAGER:

**PROJECT NUMBER:** 19030

**CONTRACT DATE:** 10/15/19

**HEILMAN HOMES, INC**

Created with Paymee. www.Paymee.com

## CONTRACTOR'S APPLICATION FOR PAYMENT

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT: 689,000.00
2. NET CHANGES TO CONTRACT: 28,990.00
3. TOTAL CONTRACT AMOUNT: 717,990.00
4. TOTAL COMPLETED AND STORED TO DATE: 520,990.00
5. RETAINAGE:
  - a. 10.0 % of Completed Work 52,099.00
  - b. 10.0 % of Stored Material 0.00
  - Total Retainage: 52,099.00
6. TOTAL COMPLETED LESS RETAINAGE: 468,891.00
7. LESS PREVIOUS APPLICATIONS: 444,591.00
8. CURRENT PAYMENT DUE: 24,300.00
9. BALANCE TO FINISH INCLUDING RETAINAGE: 249,099.00

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	28,990.00	-
Changes From This Application:	-	-
Total:	28,990.00	-
Net Changes:	28,990.00	-

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Jim Spurr **DATE:** 5/26/2020

**State:** SD **County:** Minnehaha

Subscribed & sworn to before me this 26<sup>th</sup> day of May 2025

**Notary Public Name:** [Signature] **Commission Expiration Date:** 1-8-21

## ARCHITECT'S CERTIFICATE FOR PAYMENT:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

**AMOUNT CERTIFIED:** \_\_\_\_\_  
Provide explanation below or attached if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

**ARCHITECT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

**FROM:** Limoges Construction  
**WORK:** 3300 - Cast-in-Place Concrete

**PROJECT:** Watertown Mixed Use  
**NO:** 19030

WORK CATEGORY			COMPLETED WORK					BALANCE TO FINISH	RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value	This App.		Total		H=C-G	Value (10.0%)
A	B	C	D=Prev. (D+E)	Work In Place	Stored Mat.	Value	%		
				E	F	G=D+E+F	L=G/C	I	
Created Using Paymate for Excel. Visit www.Paymate.com for more information.									
► BASE CONTRACT SECTION									
	Concrete	689,000	465,000	27,000	-	492,000	71%	197,000	49,200
		-	-	-	-	-	0%	-	-
		-	-	-	-	-	0%	-	-
► EXTRA WORK SECTION 1									
	Winter Charges- 10-25 to 11-23- See attached	11,120	11,120	-	-	11,120	100%	-	1,112
	Winter Charges- 11-24 to 12-14- See attached	7,640	7,640	-	-	7,640	100%	-	764
	Winter Charges- 12-15 to 1-15- See attached	4,875	4,875	-	-	4,875	100%	-	488
	Winter Charges- 1-16 to 3-20- See attached	2,730	2,730	-	-	2,730	100%	-	273
	Winter Charges- 3-21 to 4-25- See attached	2,625	2,625	-	-	2,625	100%	-	263
Total Base Contract Work:		689,000	465,000	27,000	-	492,000	71%	197,000	49,200
Total Extra Work:		28,990	28,990	-	-	28,990	100%	-	2,899
GRAND TOTAL:		717,990	493,990	27,000	-	520,990	73%	197,000	52,099



WAIVER OF LIEN

SD19269171

TO WHOM IT MAY CONCERN AND TO Dacotah Bank and First Dakota Title - Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lot 1 of Craig Addition to the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

1 tbd, Watertown, SD 57201

Dated this 8th day of June, 2020

AMOUNT: \$24300.00

Limoges Construction Inc

FULL \_\_\_\_\_  
PARTIAL X

Nate Limoges  
By: Nate Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

First Dakota Title - Watertown  
168 North Broadway  
Watertown, SD 57201  
Fax Number -- (605)886-1041

Original  
mailed 6-8-20



FIRST DAKOTA TITLE - WATERTOWN • GREAT WESTERN BANK • ESCROW ACCOUNT • 168 NORTH BROADWAY • WATERTOWN, SD 57201

22406

22406

DATE: 6/4/2020

FILE: SD19269171

CHECK AMOUNT: \$24,300.00

BUYER: The Lofts, LLC

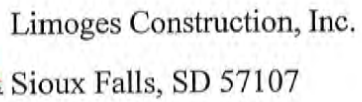
SETTLEMENT DATE:

PROPERTY ADDRESS: 1 tbd, Watertown, SD 57201

PAYEE: Limoges Construction, Inc.

6/4/2020: Disbursement to Limoges Construction, Inc.

\$24,300.00



# Invoice

Date	Invoice #
6/25/2020	7653

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030

Description	Amount
Progress Billing	63,000.00
Less 10%	-6,300.00

	Sales Tax (0.0%)	\$0.00
	Total	\$56,700.00
	Payments/Credits	\$0.00
	Balance Due	\$56,700.00

# APPLICATION FOR PAYMENT

**TO OWNER:** PROJECT: Watertown Mixed Use  
 The Lofts LLC  
 1405 1st Ave N  
 Fargo, ND 58102

**APPLICATION NUMBER:** 8

**PERIOD TO:** 6/30/2020

**PROJECT NUMBER:** 19030

**CONTRACT DATE:** 10/15/19

**ARCHITECT:** Mutchler Bartram Architects, P.C.  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107

**CONTRACTOR:** LIMOGES CONSTRUCTION  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107

**CONSTRUCTION MANAGER:** VIA CONSTRUCTION MANAGER:  
 BID PACKAGE NO. 3A Concrete

**HEILMAN HOMES, INC.**

**DISTRIBUTION:**  
 Contractor ☒  
 Architect ☐  
 File ☐

Created with Paymee. www.Paymee.com

## CONTRACTOR'S APPLICATION FOR PAYMENT

Refer to continuation sheets attached for detailed breakdown.

**1. ORIGINAL CONTRACT AMOUNT:** 689,000.00

**2. NET CHANGES TO CONTRACT:** 28,990.00

**3. TOTAL CONTRACT AMOUNT:** 717,990.00

**4. TOTAL COMPLETED AND STORED TO DATE:** 583,990.00

**5. RETAINAGE:**

a. 10.0 % of Completed Work 58,399.00

b. 10.0 % of Stored Material 0.00

Total Retainage: 58,399.00

**6. TOTAL COMPLETED LESS RETAINAGE:** 525,591.00

**7. LESS PREVIOUS APPLICATIONS:** 468,891.00

**8. CURRENT PAYMENT DUE:** 56,700.00

**9. BALANCE TO FINISH INCLUDING RETAINAGE:** 192,399.00

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	28,990.00	-
Changes From This Application:	-	-
Total:	28,990.00	-
Net Changes:	28,990.00	-

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Jim Spar  
**DATE:** 6/25/2020

**State:** SD **County:** Minnehaha

**Subscribed & sworn to before me this 25th day of June**

**Notary Public Name:** [Signature]  
**Commission Expiration Date:** 1-8-21

## ARCHITECT'S CERTIFICATE FOR PAYMENT:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

## AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.

**ARCHITECT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.



# PAYMENT APPLICATION DETAIL

APPLICATION NO:  
FOR PERIOD ENDING: 6/30/2020

FROM: Limoges Construction  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Watertown Mixed Use  
NO: 19030

WORK CATEGORY		Description	COMPLETED WORK					BALANCE TO FINISH		RETAINAGE	
			Scheduled Value	Prev. App. Value	This App. Value	Work In Place	Stored Mat.				
A	B		C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	H=C-G	I	Value (10.0%)
<b>► BASE CONTRACT SECTION</b>											
		Footings and Foundation	336,000	314,200	18,000	-	-	99%	3,800		33,220
		Flatwork	254,000	78,800	45,000	-	-	49%	130,200		12,380
		Rebar and Floor Poly	99,000	99,000	-	-	-	100%	-		9,900
<b>► EXTRA WORK SECTION 1</b>											
		Winter Charges- 10-25 to 11-23- See attached	11,120	11,120	-	-	-	100%	-		1,112
		Winter Charges- 11-24 to 12-14- See attached	7,640	7,640	-	-	-	100%	-		764
		Winter Charges- 12-15 to 1-15- See attached	4,875	4,875	-	-	-	100%	-		488
		Winter Charges- 1-16 to 3-20- See attached	2,730	2,730	-	-	-	100%	-		273
		Winter Charges- 3-21 to 4-25- See attached	2,625	2,625	-	-	-	100%	-		263
<b>Total Base Contract Work:</b>			689,000	492,000	63,000	-	-	81%	134,000		55,500
<b>Total Extra Work:</b>			28,990	28,990	-	-	-	100%	-		2,899
<b>GRAND TOTAL:</b>			717,990	520,990	63,000	-	-	81%	134,000		58,399

Created using Paymex for Excel. Download for free at: www.Paymex.com



DATE:07/13/20 CK#:36476 TOTAL:\$56,700.00\*\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property	Account	Invoice	Description	Amount
0824	6200			56,700.00
				<hr/> 56,700.00



Limoges Construction, Inc.

Sioux Falls, SD 57107

# Invoice

Date	Invoice #
7/24/2020	7672

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

Vendor No.
------------

Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030

Description	Amount
Progress Billing	121,200.00
Less 10% Retainage	-12,120.00

	Sales Tax (0.0%)	\$0.00
	Total	\$109,080.00
	Payments/Credits	\$0.00
	Balance Due	\$109,080.00

# APPLICATION FOR PAYMENT

**TO OWNER:** The Lofts LLC  
1405 1st Ave N  
Fargo, ND 58102

**PROJECT:** Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota

**APPLICATION NUMBER:** 9

**PERIOD TO:** 7/31/2020

**DISTRIBUTION:**  
Contractor ☒  
Architect ☒  
File ☒

**FROM CONTRACTOR:** Limoges Construction  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
BID PACKAGE NO. 3A Concrete

**ARCHITECT:** Mutchler Bartram Architects, P.C.  
VIA CONSTRUCTION MANAGER:

**PROJECT NUMBER:** 19030

**CONTRACT DATE:** 10/15/19

**HEILMAN HOMES, INC**

Created with Paymee. www.Paymee.com

## CONTRACTOR'S APPLICATION FOR PAYMENT

Refer to continuation sheets attached for detailed breakdown.

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Don Black **DATE:** 7-24-20

**State:** SD **County:** Minnehaha

**Subscribed & sworn to before me this** 24<sup>th</sup> **day of** July

**Notary Public Name:** Pr

**Commission Expiration Date:** 1-8-21

- ORIGINAL CONTRACT AMOUNT:** 689,000.00
- NET CHANGES TO CONTRACT:** 28,990.00
- TOTAL CONTRACT AMOUNT:** 717,990.00
- TOTAL COMPLETED AND STORED TO DATE:** 705,190.00
- RETAINAGE:**
  - 10.0 % of Completed Work 70,519.00
  - 10.0 % of Stored Material 0.00**Total Retainage:** 70,519.00
- TOTAL COMPLETED LESS RETAINAGE:** 634,671.00
- LESS PREVIOUS APPLICATIONS:** 525,591.00
- CURRENT PAYMENT DUE:** 109,080.00
- BALANCE TO FINISH INCLUDING RETAINAGE:** 83,319.00

## ARCHITECT'S CERTIFICATE FOR PAYMENT:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

## AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

**ARCHITECT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	28,990.00	-
Changes From This Application:	-	-
<b>Total:</b>	28,990.00	-
<b>Net Changes:</b>	28,990.00	-



APPLICATION NO: 9  
FOR PERIOD ENDING: 7/31/2020

# PAYMENT APPLICATION DETAIL

FROM: Limoges Construction  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Watertown Mixed Use  
NO: 19030

WORK CATEGORY		COMPLETED WORK				RETAINAGE	
Item No.	Description	Scheduled Value	Prev. App. Value	This App. Value	Total Value	BALANCE TO FINISH	Value (10.0%)
A	B	C	D=Prev. (D+E)	E	F	H=C-G	I
▶ BASE CONTRACT SECTION							
	Footings and Foundation	336,000	332,200	-	-	3,800	33,220
	Flatwork	254,000	123,800	121,200	-	9,000	24,500
	Rebar and Floor Poly	99,000	99,000	-	-	-	9,900
▶ EXTRA WORK SECTION 1							
	Winter Charges- 10-25 to 11-23- See attached	11,120	11,120	-	-	-	1,112
	Winter Charges- 11-24 to 12-14- See attached	7,640	7,640	-	-	-	764
	Winter Charges- 12-15 to 1-15- See attached	4,875	4,875	-	-	-	488
	Winter Charges- 1-16 to 3-20- See attached	2,730	2,730	-	-	-	273
	Winter Charges- 3-21 to 4-25- See attached	2,625	2,625	-	-	-	263
Total Base Contract Work:		689,000	555,000	121,200	-	12,800	67,620
Total Extra Work:		28,990	28,990	-	-	-	2,899
GRAND TOTAL:		717,990	583,990	121,200	-	12,800	70,519

Created using Paymex for Excel. Download for free at: www.Paymex.com



DATE:10/04/20 CK#:36864 TOTAL:\$109,080.00\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property Account

Invoice

Description

Amount

0824 6200

109,080.00

109,080.00



Limoges Construction, Inc.

Sioux Falls, SD 57107

# Invoice

Date	Invoice #
8/25/2020	7687

		Vendor No.
Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030
Description	Amount	
Footings/Foundation	3,800.00 9,000.00 1,800.00 -437.00 -1,416.30	
Sales Tax (0.0%)		\$0.00
Total		\$12,746.70
Payments/Credits		\$0.00
Balance Due		\$12,746.70

# APPLICATION FOR PAYMENT

## TO OWNER:

The Lofts LLC  
1405 1st Ave N  
Fargo, ND 58102

## PROJECT:

Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota

## APPLICATION NUMBER: 10

## DISTRIBUTION:

Contractor  
Architect  
File

PERIOD TO: 8/31/2020

PROJECT NUMBER: 19030

CONTRACT DATE: 10/15/19

HELLMAN HOMES, INC

## FROM CONTRACTOR:

Limoges Construction  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
BID PACKAGE NO. 3A Concrete

## ARCHITECT:

Mutchler Bartram Architects, P.C.  
VIA CONSTRUCTION MANAGER:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Refer to continuation sheets attached for detailed breakdown.

## CONTRACTOR'S CERTIFICATION:

Created with Paymee, www.Paymee.com

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

*Jim Jones*

DATE: 8/25/20

State:

*SD*

County:

*Minnehaha*

Subscribed & sworn to before me

this *25th* day of *August*

Notary Public Name:

*Patricia*

Commission Expiration Date:

*1-8-21*

## ARCHITECT'S CERTIFICATE FOR PAYMENT:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

## 9. BALANCE TO FINISH INCLUDING RETAINAGE:

71,935.30

## 7. LESS PREVIOUS APPLICATIONS:

634,671.00

## 8. CURRENT PAYMENT DUE:

12,746.70

## 6. TOTAL COMPLETED LESS RETAINAGE:

647,417.70

## 5. RETAINAGE:

a. 10.0 % of Completed Work

71,935.30

b. 10.0 % of Stored Material

0.00

Total Retainage:

71,935.30

## 4. TOTAL COMPLETED AND STORED TO DATE:

719,353.00

## 3. TOTAL CONTRACT AMOUNT:

719,353.00

## 2. NET CHANGES TO CONTRACT:

30,353.00

## 1. ORIGINAL CONTRACT AMOUNT:

689,000.00

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	28,990.00	-
Changes From This Application:	1,800.00	437.00
Total:	30,790.00	437.00
Net Changes:	30,353.00	

## AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.

ARCHITECT:

DATE:

The Amount Certified is payable to the contractor listed above.



# PAYMENT APPLICATION DETAIL

APPLICATION NO: 1C  
FOR PERIOD ENDING: 8/31/2020

PROJECT: Watertown Mixed Use  
NO: 19030

FROM: Limoges Construction  
WORK: 3300 - Cast-in-Place Concrete

WORK CATEGORY		COMPLETED WORK					BALANCE TO FINISH		RETAINAGE	
Item No.	Description	Scheduled Value	Prev. App. Value	Work In Place	This App. Stored Mat.	Total Value	%	L=G/C	H=C-G	Value (10.0%)
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F				I
► BASE CONTRACT SECTION										
	Footings and Foundation	336,000	332,200	3,800	-	336,000	100%		-	33,600
	Flatwork	254,000	245,000	9,000	-	254,000	100%		-	25,400
	Rebar and Floor Poly	99,000	99,000	-	-	99,000	100%		-	9,900
► EXTRA WORK SECTION 1										
	Winter Charges- 10-25 to 11-23- See attached	11,120	11,120	-	-	11,120	100%		-	1,112
	Winter Charges- 11-24 to 12-14- See attached	7,640	7,640	-	-	7,640	100%		-	764
	Winter Charges- 12-15 to 1-15- See attached	4,875	4,875	-	-	4,875	100%		-	488
	Winter Charges- 1-16 to 3-20- See attached	2,730	2,730	-	-	2,730	100%		-	273
	Winter Charges- 3-21 to 4-25- See attached	2,625	2,625	-	-	2,625	100%		-	263
	Added Curb	1,800	-	1,800	-	1,800	100%		-	180
	Stoop Deduct, 1" extra concrete on deck	(437)	-	(437)	-	(437)	100%		-	(44)
Total Base Contract Work:		689,000	676,200	12,800	-	689,000	100%		-	68,900
Total Extra Work:		30,353	28,990	1,363	-	30,353	100%		-	3,035
GRAND TOTAL:		719,353	705,190	14,163	-	719,353	100%		-	71,935

Created using Paymee for Excel. Download for free at: www.Paymee.com





## C/O PROPOSAL

July 24, 2020

Ph.605.543.5959  
Fax.605.543.5940  
25732 Cottonwood Ave.

TO: JESSE CRAIG  
CRAIG DEVELOPMENTS  
FARGO ND

PROJECT: MIXED USE BUILDING

This proposal is taken from a conversation with Jesse Kiihl. Any variation from this proposal may effect this proposed price.

DESCRIPTION	UNIT	TOTAL
ADD curb @ ramp dog house on west & south sides approx. 6" tall and 6" wide pinned to the paving	101 LF	
TOTAL OF BASE BID		\$1,800.00

No back charges will be excepted by LCI without prior written authorization and sign off by LCI

Price Includes: Labor, Concrete, Rebar, Sales Tax on Materials.

**Price does NOT include:** Engineering, Concrete or Soil Tests, Snow Removal, Heat, Heat Enclosures, Enclosures, Cold Weather Concrete Additives, Covering of Concrete Due to Cold Weather, Blankets, Fill Sand, Placement of Fill Sand, Bolts, Dewatering, Wall or Floor Insulation, Excavation or Backfill, Survey, Layout, Water Proofing, Drain Tile, Surcharge for Lack of Project Access, Floor Sealants, Shoring for Steel Decks, Dirt Banks, Suspended Floors etc., Joint Sealants, Disposal of Concrete Wash Out, Curb & Gutter, Joint Dowels or Assemblies, Excise Tax.

If this proposal is excepted, these inclusions and exclusions need to be added verbatim to the contract offered to LCI or attach this proposal as an addendum or exhibit to the contract.

NOTE: Prices are good for 30 days from date of proposal.



DAN BLOCK  
ESTIMATOR FOR LIMOGES CONSTRUCTION, INC.  
If you accept this proposal, please sign below and return

7/24/2020  
DATE



JESSE CRAIG  
CRAIG DEVELOPMENTS  
FARGO ND

7/24/20  
DATE

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 15 and 16 in Block 2 of the Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

Dated this 2<sup>nd</sup> day of November, 2020

Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107

AMOUNT: \$ 12,746.70

Paid to: \_\_\_\_\_

FULL \_\_\_\_\_

PARTIAL X

*Nate Limoges*  
By: Nate Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Sioux Falls SD 57107  
Phone Number: (605) 593-5555

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

RRSB-Limoges SD Subpoena 0434

*Original  
mailed  
11-3-2020*



## C/O PROPOSAL

August 25, 2020

Ph.605.543.5959  
Fax.605.543.5940  
25732 Cottonwood Ave.

TO: JESSE CRAIG  
CRAIG DEVELOPMENTS  
FARGO ND

PROJECT: MIXED USE BUILDING

This proposal is taken from prints dated 7/19/19. Any variation from these prints or this proposal may effect this proposed price.

DESCRIPTION	UNIT	TOTAL
DEDUCT		
6- stoop walls & tops	6	-\$3,450.00
ADD		
1" to parking deck topping	23 CY.S	\$3,013.00
TOTAL OF BASE BID		-\$437.00

No back charges will be excepted by LCI without prior written authorization and sign off by LCI

**Price Includes:** Labor, Concrete, Rebar, Sales Tax on Materials.

**Price does NOT include:** Engineering, Concrete or Soil Tests, Snow Removal, Heat, Heat Enclosures, Enclosures, Cold Weather Concrete Additives, Covering of Concrete Due to Cold Weather, Blankets, Fill Sand, Placement of Fill Sand, Bolts, Dewatering, Wall or Floor Insulation, Excavation or Backfill, Survey, Layout, Water Proofing, Drain Tile, Surcharge for Lack of Project Access, Floor Sealants, Shoring for Steel Decks, Dirt Banks, Suspended Floors etc., Joint Sealants, Disposal of Concrete Wash Out, Curb & Gutter, Joint Dowels or Assemblies, Excise Tax.



If this proposal is excepted, these inclusions and exclusions need to be added verbatim to the contract offered to LCI or attach this proposal as an addendum or exhibit to the contract.

**NOTE:** Prices are good for 30 days from date of proposal.



DAN BLOCK

ESTIMATOR FOR LIMOGES CONSTRUCTION, INC.

If you accept this proposal, please sign below and return

8/25/2020

DATE

JESSE CRAIG

CRAIG DEVELOPMENTS

FARGO ND

DATE

DATE:04/05/21 CK#:37812 TOTAL:\$71,935.30\*\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property	Account	Invoice	Description	Amount
0824	6200			71,935.30
				<hr/> 71,935.30

DATE:10/27/20 CK#:36932 TOTAL:\$12,746.70\*\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property	Account	Invoice	Description	Amount
0824	6200			12,746.70
				<hr/> 12,746.70

Sioux Falls, SD 57107

Date	Invoice #
2/15/2021	7813

The Lofts LLC  
1405 1st Ave N  
Fargo, ND 58102

Project		Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use			19030
Description		Amount	
Less 10%		71,935.30	
draw		\$689,000 + 11,120 + 1800	
6- (11-18)		\$238,000 ✓	
7- (12-19)		\$136,008.00 ✓	
		\$74,376.00 ✓	
		\$31,387.50 ✓	
		\$92,457 ✓	
		\$23,625.00 ✓	
		\$24,300.00 ✓	
		Sales Tax (0.0%) \$0.00	
		Total \$71,935.30	
		Payments/Credits \$0.00	
		Balance Due \$71,935.30	

WAIVER OF LIEN

SD19260724

TO WHOM IT MAY CONCERN and First Dakota Title -Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 15-16 BLK 2 ORIGINAL PLAT WAIEBIOWN, City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

Dated this 16<sup>th</sup> day of October, 2020

AMOUNT: \$(Enter Amount)  
[Enter Memo Info]

[Enter Creditor Name]

FULL \_\_\_\_\_  
PARTIAL X

*Nate Limoges*  
By: Nate Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Spearhead, SD 57167  
Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1st Avenue North  
Fargo, ND 58102

*Original  
mailed 10-23-2020*